



# **CONTRACT DOCUMENTS & TECHNICAL SPECIFICATIONS**

## **DIXIE BEND TANK REPLACEMENT**

**SOUTH EASTERN WATER ASSOCIATION  
PULASKI COUNTY, KENTUCKY**

*Prepared By:*

**Kenvirons  
770 WILKINSON BLVD.  
FRANKFORT, KY 40601**

**PROJECT No. 2020007**

**AUGUST 2023**



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**SECTION 00111**  
**ADVERTISEMENT FOR BIDS**

**South Eastern Water Association**  
**Dixie Bend Tank Replacement**

South Eastern Water Association (Owner) is requesting Bids for the construction of Dixie Bend Tank Replacement. Bids for the construction of the Project will be received at the South Eastern Water Association office located at 147 East Somerset Church Road, Somerset, KY 42503, until August 31, 2023 at 10:00 A.M. local time. At that time the Bids received will be publicly opened and read.

This project will include the construction of a new 100,000-gallon elevated water storage tank and all necessary appurtenances.

The Contract Documents may be examined at the following locations:

SOUTH EASTERN WATER ASSOCIATION, 147 EAST SOMERSET CHURCH ROAD, SOMERSET, KY 42503  
KENVIRONS, 770 WILKINSON BLVD., FRANKFORT, KY 40601

Copies of the Contract Documents may be obtained from Lynn Imaging, 328 Old Vine Street, Lexington, KY 40507 (859-226-5850) and [www.lynnimaging.com](http://www.lynnimaging.com) upon payment of a nonrefundable price of \$200.00 plus any shipping charges.

All bidders shall submit with their bid a Bid Bond in amount of not less than five (5) percent of the base bid. No Bidder may withdraw his bid for a period of ninety (90) days after the scheduled Bid Opening Date. The Bidder awarded the contract shall execute a 100% Performance Bond and a 100% Payment Bond and shall furnish insurance as required, in the General Conditions. The Bidder awarded this contract shall complete this project within 150 calendar days after date of authorization to start work. Liquidated damages will be assessed at \$1,000 per calendar day.

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 an American Iron and Steel requirement to this project. All 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 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. The de minimus waiver applies to this Project.

Bidders must comply with the President's Executive Order Nos. 11246 and 11375, which prohibit discrimination in employment regarding race, creed, color, sex, or national origin. Bidders must comply with Section 3, Section 109, and Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act and the contract Work Hours Standard Act. Bidders must certify that they do not, and will not, maintain or provide for their employees any facilities that are segregated on a basis of race, color, creed, or national origin.

Any bid that is obviously unbalanced may be rejected. The Association reserves the right to reject any and all bids and waive informalities.

Small, minority and women's businesses and labor surplus area firms are encouraged to bid this project.

By: Joe Crawford, President  
South Eastern Water Association



**SECTION 00200**  
**INSTRUCTIONS FOR 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, and which registers plan holders.
- South Eastern Water Association; 147 East Somerset Church Rd; Somerset, KY 42503**

## ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.06 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf). It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

### **ARTICLE 3—QUALIFICATIONS OF BIDDERS**

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within **five (5)** days of Owner's request, Bidder must submit the following information:
  - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
  - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
  - C. Bidder's state or other contractor license number, if applicable.
  - D. Subcontractor and Supplier qualification information.
  - E. 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.

### **ARTICLE 4—PRE-BID CONFERENCE**

- 4.01 A pre-bid conference will not be conducted for this Project.

### **ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

- 5.01 *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.
- 5.02 *Existing Site Conditions*
  - A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*
    - 1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
      - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
      - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.

- 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/Geotechnical Data Report*: The Bidding Documents contain a Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR).
    - a. As set forth in the Supplementary Conditions, 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.
    - b. 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.
    - c. 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.
    - d. As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.
  - B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

#### 5.03 *Other Site-related Documents*

- A. No other Site-related documents are available.

#### 5.04 *Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. Bidders visiting the Site are required to arrange their own transportation to the Site.
- C. Bidder must conduct the required Site visit during normal working hours.
- D. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- E. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general 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. Bidder is responsible for establishing access needed to reach specific selected test sites.

- F. Bidder must 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.
- G. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

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

5.06 *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 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

## ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing.
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

## ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **five (5)** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents. **Bid security must be at least 5% of the Bidder's maximum Bid price.**
- 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, 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 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, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will 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 7 days after the Effective Date of the Contract or 61 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 7 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 (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 ~~Bidder must set forth in the Bid the time by which Bidder must achieve Substantial Completion, subject to the restrictions established in Paragraph 13.07 of these Instructions. The Owner will take Bidder's time commitment regarding Substantial Completion into consideration during the evaluation of Bids, and it will be necessary for the apparent Successful Bidder to satisfy Owner that it will be able to achieve Substantial Completion within the time such Bidder has designated in the Bid. [If applicable include the following: Bidder must also set forth in the Bid its commitments regarding the achievement of Milestones and readiness for final payment.] The Successful Bidder's time commitments will be entered into the Agreement or incorporated in the Agreement by reference to the specific terms of the Bid.~~

- 9.03 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 10—SUBSTITUTE AND “OR EQUAL” ITEMS

- 10.01 ~~The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.~~
- 10.02 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or 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 within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. **Each such request shall include the Manufacturer’s Certification for Compliance with AIS. Refer to the Manufacturer’s Certification form provided in these construction Contract Documents.** 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 registered Bidders. Bidders cannot rely upon approvals made in any other manner. **Substitutes and “or-equal” materials and equipment may be proposed by Contractor in accordance with Paragraphs 7.05 and 7.06 of the General Conditions after the Effective Date of the Contract. Each such request shall include Manufacturer’s Certification letter to document compliance with AIS requirements of 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, if applicable. Refer to Manufacturer’s Certification Letter provided in these Contract Documents.**
- 10.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

#### ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 ~~A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.~~

##### **Deleted**

- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for ~~the following portions of the Work~~ within five days after Bid opening:
- A. ~~[List key categories of the Work. Depending on the Project this might include electrical, fire protection, major equipment items].~~
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such

Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will 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.

11.04 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 and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, 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 7.07 of the General Conditions.

**11.05 – The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.07A.**

## **ARTICLE 12—PREPARATION OF BID**

12.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must 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."

12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

12.03 A Bid by a corporation must 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 must be shown.

12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.

12.05 A Bid by a limited liability company must 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 must be shown.

12.06 A Bid by an individual must show the Bidder's name and official address.

12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.

12.08 All names must be printed in ink below the signatures.

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

- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

## **ARTICLE 13—BASIS OF BID**

### **13.01 *Lump Sum***

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

### **13.02 *Base Bid with Alternates***

- A. Bidders must 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.

### **13.03 *Cost-Plus-Fee Bids***

- A. ~~Bidders must submit a Bid on the Contractor's fee, which must be in addition to compensation for Cost of the Work. Such fee must be either (1) a fixed fee, (2) percentages of specified categories of costs, or (3) a percentage applicable to the Cost of the Work as a whole, as set forth in the Bid Form.~~
- B. ~~If the Contractor's fee, as set forth in the Bid Form, is to be based on percentages of categories of cost, or on a percentage applicable to the Cost of the Work as a whole, then Bidders must enter a maximum amount limiting the total fee if required by the Bid Form to do so.~~
- C. ~~Bidders must submit a Bid on the Guaranteed Maximum Price, setting a maximum amount on the compensable Cost of the Work plus Contractor's fee, if required by the Bid Form to do so.~~

### **13.04 *Unit Price***

- A. Bidders must 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.

### **13.05 *Allowances***

- A. For cash allowances the Bid price must 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.

#### 13.06 *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 must 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 must be less than or equal to a maximum of [number], but not less than the minimum of [number]. 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 must also designate the time in which it will achieve Milestones, and achieve readiness for final payment. Such time commitments must 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 14—SUBMITTAL OF BID**

- 14.01 The Bidding Documents include 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 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must 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 must 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 must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 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 15—MODIFICATION AND WITHDRAWAL OF BID**

- 15.01 An unopened 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.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 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, the Bidder may withdraw its Bid, and

the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

#### **ARTICLE 16—OPENING OF BIDS**

- 16.01 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 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 17.01 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 18—EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 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, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether 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 will 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. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
  - ~~D. For the determination of the apparent low Bidder when cost plus fee bids are submitted, Bids will be compared on the basis of the Guaranteed Maximum Price set forth by Bidder on the Bid Form.~~
  - ~~E. 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 **[for 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.~~

18.06 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.

18.07 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 19—BONDS AND INSURANCE**

19.01 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, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

#### **ARTICLE 20—SIGNING OF AGREEMENT**

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will 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 must 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 10 days thereafter, Owner will 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 21—SALES AND USE TAXES**

~~21.01 Owner is exempt from **[name of state]** state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption No. **[number]**). Said taxes must not be included in the Bid. Refer to Paragraph SC 7.10 of the Supplementary Conditions for additional information.~~

#### **ARTICLE 22—CONTRACTS TO BE ASSIGNED**

#### **ARTICLE 23 – FEDERAL REQUIREMENTS**

**23.01 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.**

**23.02 Federal requirements at Article 19 of the Supplementary Conditions apply to this Contract.**

**23.03 American Iron and Steel requirements apply to this project.**



## SECTION 00410 BID FORM

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 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **South Eastern Water Association, 147 East Somerset Church Rd, Somerset, KY 42503**
- 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—ATTACHMENTS TO THIS BID

- 2.01 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. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - F. ~~Required Bidder Qualification Statement with supporting data; and~~
  - G. ~~[List other documents and edit above as pertinent].~~
  - G. **If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary Conditions of the Construction Contract (EJCDC C-800);**
  - H. **If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);**
  - I. **If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans.**
  - J. **Manufacturers' Certification letter on any approved "or-equal" or substitute request to ensure compliance with AIS requirements and any subsequent statutes mandating domestic preference.**

### ARTICLE 3—BASIS OF BID—UNIT PRICES

- 3.01 *Unit Price Bids*
- A. Bidder will perform the following Work at the indicated unit prices:  
Note: Bids shall include all sales tax and all other applicable taxes.  
  
The project consists of the Base Project ~~and one Alternate~~. The Contractor shall complete the Bid Schedule for ~~both the Base Project and Alternate No. 1. The same unit price shall be used for each Alternate, if applicable.~~

The low bid determination will be based on the Total Base Bid. The Total Base Bid will be determined by adding together the bid prices for the Base Project and ~~Alternate No. 1~~. ~~If funds remain at the completion of the Base Project, with the Owner's approval, Alternate No. 1 may be added to the project.~~

**BASE PROJECT:**

No.	Item Description	Unit	Quantity	Unit Price	Item Price
1	100,000 Gallon Elevated Water Storage Tank	LS	1	_____	_____
2	Earthwork	LS	1	_____	_____
3	Foundation	LS	1	_____	_____
4	Painting	LS	1	_____	_____
5	Yard Work including lined channels & site restoration	LS	1	_____	_____
6	Yard Piping	LS	1	_____	_____
7	Check Valve Station	LS	1	_____	_____
8	Tank Demolition	LS	1	_____	_____
<b>Total Base Project</b>				<b>\$</b>	_____

B. 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 Work will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 4—TIME OF COMPLETION**

- 4.01 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.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

5.01 *Bid Acceptance Period*

- A. 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.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Addendum Date</u>

**ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, **including all American Iron and Steel requirements.**
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. 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 the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder 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.
8. 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.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. 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.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. 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.
  - c. 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.
  - d. 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.



BIDDER hereby submits this Bid as set forth above:

Bidder:

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

Bidder's Contact:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contractor License No.: (if applicable) \_\_\_\_\_



**SECTION 00430  
 BID BOND**

<b>Bidder</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: <b>South Eastern Water Association</b> Address <i>(principal place of business)</i> : <b>147 East Somerset Church Rd          Somerset, KY 42503</b>	<b>Bid</b> Project <i>(name and location)</i> : <b>Dixie Bend Tank Replacement          Pulaski County, KY</b>  Bid Due Date:
<b>Bond</b> Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

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 will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs 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 will 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 does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will 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 will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must 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 Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will 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 will 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 governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

## COMPLIANCE STATEMENT

This statement relates to a proposed contract with \_\_\_\_\_

\_\_\_\_\_  
*(Name of borrower or grantee)*

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

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

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

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

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

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

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

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**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

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

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

### **(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

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

---

Organization Name

PR/Award Number or Project Name

---

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

---

Signature(s)

Date

## **Instructions for Certification**

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

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or 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



**SECTION 00510  
NOTICE OF AWARD**

Date of Issuance:

Owner: South Eastern Water Association

Owner's Project No.:

Engineer: Kenvirons

Engineer's Project No.: 2020007

Project: Dixie Bend Tank Replacement

Bidder:

Contract Name:

Bidder's Address:

You are notified that Owner has accepted your Bid dated August 31, 2023 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for Dixie Bend Tank Replacement.

The Contract Price of the awarded Contract is \$\_\_\_\_\_. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

**One** unexecuted counterpart of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. Drawings will be delivered separately from the other Contract Documents.

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

1. Deliver to Owner the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

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

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **South Eastern Water Association**

By (*signature*): \_\_\_\_\_

Name (*printed*): Joe Crawford

Title: President

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_



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

This Agreement is by and between **South Eastern Water Association** (“Owner”) and \_\_\_\_\_ (“Contractor”).

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

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: **Dixie Bend Tank Replacement**

## ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Dixie Bend Tank Replacement**

## ARTICLE 3—ENGINEER

3.01 The Owner has retained **Kenvirons** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Kenvirons, Inc.

## ARTICLE 4—CONTRACT TIMES

4.01 *Time is 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 complete within **150** 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 **90** days after the date when the Contract Times commence to run.

4.03 ~~*Milestones*~~

~~A. Parts of the Work must 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]~~

4.04 *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 Contract Times, as duly modified. 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** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified 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 Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$1,000** for each day that expires after such time until the Work is completed and ready for final payment.
  3. ~~*Milestones:* Contractor shall pay Owner **[\$number]** 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, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.~~
  4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
- C. ~~*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 **[\$number]** for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to **[\$number]**.~~

#### **Deleted**

#### 4.05 *Special Damages*

- A. 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.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

### **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 **[\$number]**.~~



~~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) \$[number].~~
- 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 the basis of Contractor's Applications for Payment on or about the **25th** 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 the value of the Work completed (with the balance being retainage).

- 1) ~~If 50 percent or more of the Work has been 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~~

#### **Deleted**

- 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 construction 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, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **0.00** percent per annum.

## **ARTICLE 7—CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. General Conditions.
  4. Supplementary Conditions.
  5. Specifications as listed in the table of contents of the project manual (copy of list attached).
  6. Drawings (not attached but incorporated by reference) consisting of **5** sheets with each sheet bearing the following general title: **Dixie Bend Tank Replacement**.
  7. Addenda (numbers \_\_\_\_ to \_\_\_\_, inclusive).
  8. Exhibits to this Agreement (enumerated as follows):
    - a. **Contractor's Bid**
  9. 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.
    - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.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 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

### 8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - ~~4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.~~
  - ~~5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.~~
  6. 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 Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  7. 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.
  8. 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.
  9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  11. 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.

### 8.02 *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 8.02:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), 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:

South Eastern Water Association  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Name: Joe Crawford  
*(typed or printed)*

Title: President  
*(typed or printed)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

147 East Somerset Church Road  
Somerset, KY 42503

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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

Contractor:

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

*(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

State: \_\_\_\_\_



CERTIFICATE OF OWNER’S ATTORNEY AND AGENCY CONCURRENCE

*Notes to User: This exhibit consists of two certificates, on a single page, to be attached to the Contract and signed upon execution. The first is a certificate to be signed by the Owner’s attorney and the second is the concurrence to be signed by the State Engineer. This page is to be inserted after the Agreement between Owner and Contractor for Construction Contract (Stipulated Price) (EJCDC C-520, 2018) in the Construction Contract Documents.*

CERTIFICATE OF OWNER’S ATTORNEY PROJECT

NAME: Dixie Bend Tank Replacement

CONTRACTOR NAME AND CONTRACT NUMBER: \_\_\_\_\_

I, the \_\_\_\_\_, the duly authorized and acting legal undersigned, \_\_\_\_\_, do hereby certify as representative of \_\_\_\_\_ 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 CONSTRUCTION CERTIFICATIONS

*Notes to User: This exhibit consists of four statements that will be certified by the Engineer, to be executed and then submitted to the Agency concurrently with the construction Contract Document package. This certification is to be submitted to the Agency prior to Authorization to bid but is not to be included in the bid package.*

PROJECT NAME AND CONTRACT NUMBER: Dixie Bend Tank Replacement  
ENGINEER'S NAME: Kenvirons

### ENGINEER'S CERTIFICATION

The final Drawings and Specifications, construction Contract Documents, Bidding Documents (or requests for proposals or other construction procurement documents), and any other final design phase deliverables, comply with all applicable federal requirements, to the best of my knowledge and professional judgment. This includes the following:

initial The Engineers Joint Contract Documents Committee (EJCDC) documents have been used, and all acceptable revisions identified in this Bulletin have been made in accordance with the terms of the license agreement, which states in part that the Engineer "will 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).

initial Any building(s) designed for this Project will comply with the requirements of the Architectural Barriers Act (ABA), the Americans with Disabilities Act (ADA) of 1990, and the Rehabilitation Act.

initial All Iron and Steel products referenced in the Drawings, Specifications, and Bidding Documents for this Project comply with 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 or are the subject of a waiver approved by the Secretary of Agriculture or designee.

initial All Iron and Steel products that will be referenced in the Addenda, executed Contracts, and Change Orders will comply with 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, or will be the subject of a waiver approved by the Secretary of Agriculture or designee.

Note: 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 documents comply.

---

Engineer signature

Date

---

Printed name and title



**SECTION 00550  
NOTICE TO PROCEED**

Owner: South Eastern Water Association Owner's Project No.: \_\_\_\_\_  
Engineer: Kenvirons Engineer's Project No.: 2020007  
Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
Project: Dixie Bend Tank Replacement  
Contract Name: \_\_\_\_\_  
Effective Date of Contract \_\_\_\_\_

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on \_\_\_\_\_ pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement, the number of days to achieve Substantial Completion is 90 from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion and readiness for final payment of \_\_\_\_\_.

Before starting any Work at the Site, Contractor must comply with the following: None

Owner: **South Eastern Water Association**  
By (signature): \_\_\_\_\_  
Name (printed): Joe Crawford  
Title: President  
Date Issued: \_\_\_\_\_

Copy: Engineer

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged on behalf of \_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Employer Identification

Number: \_\_\_\_\_



**SECTION 00610  
PERFORMANCE BOND**

<b>Contractor</b> Name: Address ( <i>principal place of business</i> ):	<b>Surety</b> Name: Address ( <i>principal place of business</i> ):
<b>Owner</b> Name: <b>South Eastern Water Association</b> Mailing address ( <i>principal place of business</i> ): <b>147 East Somerset Church Road</b> <b>Somerset, KY 42503</b>	<b>Contract</b> Description ( <i>name and location</i> ): <b>Dixie Bend Tank Replacement</b> <b>Pulaski County, KY</b>  Contract Price: Effective Date of Contract:
<b>Bond</b> Bond Amount: Date of Bond: ( <i>Date of Bond cannot be earlier than Effective Date of Contract</i> ) Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ ( <i>Full formal name of Contractor</i> )	_____ ( <i>Full formal name of Surety</i> ) ( <i>corporate seal</i> )
By: _____ ( <i>Signature</i> )	By: _____ ( <i>Signature</i> )( <i>Attach Power of Attorney</i> )
Name: _____ ( <i>Printed or typed</i> )	Name: _____ ( <i>Printed or typed</i> )
Title: _____	Title: _____
Attest: _____ ( <i>Signature</i> )	Attest: _____ ( <i>Signature</i> )
Name: _____ ( <i>Printed or typed</i> )	Name: _____ ( <i>Printed or typed</i> )
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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 will 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 may 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 will 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 does 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 does 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 will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will 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 will not be reduced or set off on account of any such unrelated obligations. No right of action will 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 must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must 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 will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must 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 will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will 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 will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **None**



## SECTION 00615 PAYMENT BOND

<b>Contractor</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: <b>South Eastern Water Association</b> Mailing address <i>(principal place of business)</i> : <b>147 East Somerset Church Road</b> <b>Somerset, KY 42503</b>	<b>Contract</b> Description <i>(name and location)</i> : <b>Dixie Bend Tank Replacement</b> <b>Pulaski County, KY</b>  Contract Price: Effective Date of Contract:
<b>Bond</b> Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____	_____
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____	By: _____
<i>(Signature)</i>	<i>(Signature)(Attach Power of Attorney)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____	Attest: _____
<i>(Signature)</i>	<i>(Signature)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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 will 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 will 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 will 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 will 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 will 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 will 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 satisfying 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 will 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 will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will 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 will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will 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:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. 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;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;
    - 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
    - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
    - 16.1.7. The total amount of previous payments received by the Claimant; and
    - 16.1.8. 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 is 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 will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None**

**Contractor's Application for Payment**

<b>Owner:</b> <u>South Eastern Water Association</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>Kenvirons</u>	<b>Engineer's Project No.:</b> <u>2020007</u>
<b>Contractor:</b> _____	<b>Contractor's Project No.:</b> _____
<b>Project:</b> <u>Dixie Bend Tank Replacement</u>	
<b>Contract:</b> _____	
<b>Application No.:</b> _____	<b>Application Date:</b> _____
<b>Application Period:</b> <b>From</b> _____	<b>to</b> _____

1. Original Contract Price	\$	-
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	-
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	-
5. Retainage		
a. _____ X \$ - Work Completed	\$	-
b. _____ X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	-
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application	\$	-
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	-

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____



**Progress Estimate - Lump Sum Work**

**Contractor's Application for Payment**

<b>Owner:</b>	South Eastern Water Association	<b>Owner's Project No.:</b>	
<b>Engineer:</b>	Kenvirons	<b>Engineer's Project No.:</b>	2020007
<b>Contractor:</b>		<b>Contractor's Project No.:</b>	
<b>Project:</b>	Dixie Bend Tank Replacement		
<b>Contract:</b>			

Application No.: \_\_\_\_\_ Application Period: From \_\_\_\_\_ to \_\_\_\_\_ Application Date: \_\_\_\_\_

A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
<b>Original Contract</b>								
			-			-		-
						-		-
						-		-
						-		-
						-		-
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						-		-
						-		-
						-		-
	<b>Original Contract Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -

**Progress Estimate - Lump Sum Work**

**Contractor's Application for Payment**

<b>Owner:</b>	South Eastern Water Association	<b>Owner's Project No.:</b>	
<b>Engineer:</b>	Kenvirons	<b>Engineer's Project No.:</b>	2020007
<b>Contractor:</b>		<b>Contractor's Project No.:</b>	
<b>Project:</b>	Dixie Bend Tank Replacement		
<b>Contract:</b>			

Application No.: \_\_\_\_\_ Application Period: From \_\_\_\_\_ to \_\_\_\_\_ Application Date: \_\_\_\_\_

A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
<b>Change Orders</b>								
						-		-
						-		-
						-		-
						-		-
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						-		-
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						-		-
	<b>Change Order Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
<b>Original Contract and Change Orders</b>								
	<b>Project Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -



**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

Owner: South Eastern Water Association  
 Engineer: Kenvirons  
 Contractor: \_\_\_\_\_  
 Project: Dixie Bend Tank Replacement  
 Contract: \_\_\_\_\_

Owner's Project No.: \_\_\_\_\_  
 Engineer's Project No.: 2020007  
 Contractor's Project No.: \_\_\_\_\_

Application No.: \_\_\_\_\_ Application Period: From \_\_\_\_\_ to \_\_\_\_\_ Application Date: \_\_\_\_\_

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
					-		-		-		-
					-		-		-		-
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					-		-		-		-
<b>Original Contract Totals</b>					\$ -		\$ -	\$ -	\$ -		\$ -

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

Owner: South Eastern Water Association  
 Engineer: Kenvirons  
 Contractor: \_\_\_\_\_  
 Project: Dixie Bend Tank Replacement  
 Contract: \_\_\_\_\_

Owner's Project No.: \_\_\_\_\_  
 Engineer's Project No.: 2020007  
 Contractor's Project No.: \_\_\_\_\_

Application No.: \_\_\_\_\_ Application Period: From \_\_\_\_\_ to \_\_\_\_\_ Application Date: \_\_\_\_\_

A	B	C	D	E	F	G	H	I	J	K	L	
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)	
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)					
<b>Change Orders</b>												
					-		-		-		-	
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<b>Change Order Totals</b>					\$	-	\$	-	\$	-	\$	-
<b>Original Contract and Change Orders</b>												
<b>Project Totals</b>					\$	-	\$	-	\$	-	\$	-

**Stored Materials Summary**

**Contractor's Application for Payment**

<b>Owner:</b>	South Eastern Water Association	<b>Owner's Project No.:</b>	
<b>Engineer:</b>	Kenvirons	<b>Engineer's Project No.:</b>	2020007
<b>Contractor:</b>		<b>Contractor's Project No.:</b>	
<b>Project:</b>	Dixie Bend Tank Replacement		
<b>Contract:</b>			

Application No.: \_\_\_\_\_ Application Period: From \_\_\_\_\_ to \_\_\_\_\_ Application Date: \_\_\_\_\_

A	B	C	D	E	F	G	H	I	J	K	L	M	
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Materials Stored			Incorporated in Work			Materials Remaining in Storage (I-L) (\$)	
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J+K) (\$)		
								-			-	-	
								-			-	-	
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<b>Totals</b>						\$	-	\$	-	\$	-	\$	-



**SECTION 00625**  
**CERTIFICATE OF SUBSTANTIAL COMPLETION**

Owner: South Eastern Water Association  
Engineer: Kenvirons  
Contractor:  
Project: Dixie Bend Tank Replacement  
Contract Name:

Owner's Project No.:  
Engineer's Project No.: 2020007  
Contractor's Project No.:

This  Preliminary  Final Certificate of Substantial Completion applies to:

All Work  The following specified portions of the Work:

**Description of 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 Documents.

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.

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 must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities:  None  As follows:

**[List amendments to Owner's Responsibilities]**

Amendments to Contractor's Responsibilities:  None  As follows:

**[List amendments to Contractor's Responsibilities]**

The following documents are attached to and made a part of this Certificate:

**[List attachments such as punch list; other documents]**

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 Documents.

Engineer

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_



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



Endorsed By



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## SECTION 00700

### STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

#### 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 document prepared by Contractor, in a form acceptable to Engineer, to request 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; 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; 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.
    - 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.

- c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
  - d. 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), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations 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 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. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
  21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
  22. *Engineer*—The individual or entity named as such in the Agreement.
  23. *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.
  24. *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.
    - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

- b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
  - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *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.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *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.
30. *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.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *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.
33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *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.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *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.
37. *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.
38. *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 or areas furnished by Owner which are designated for the use of Contractor.
39. *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.

40. *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.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *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 of such Work.
43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, 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.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
  - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
  - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or



chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *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.
50. *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 Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: 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*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  1. does not conform to the Contract Documents;
  2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  3. 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 Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
  1. The word “furnish,” when used in connection with services, materials, or equipment, means 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, means 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, means 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. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. 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 Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), 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 signed 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 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 *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 the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will 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.
  4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents 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 Electronic Documents.

**ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document 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 versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will 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.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will 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.
- G. Nothing in the Contract Documents creates:
  - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
  - 2. 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.

### 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, means 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, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer 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 or Engineer 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 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 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 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 in writing 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.
- 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 notify Owner and Contractor in writing 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 versions, 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 precludes 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 30th 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 60th day after the day of Bid opening or the 30th 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 may 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 must 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 will 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 Contract Price or 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. Such an adjustment will 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 third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
  4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
  2. Contractor shall not be entitled to an adjustment in Contract Price 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. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
  3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
  2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
  3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
  4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
  5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

- F. 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, together with the provisions of Paragraphs 4.05.D and 4.05.E.

- G. Paragraph 8.03 addresses 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.

## **ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **5.01 Availability of Lands**

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing 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, or to improvements, structures, utilities, or similar facilities located at such adjacent lands 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 7.13, 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 in a court of competent jurisdiction; 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 will 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 of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
  - 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
  - 3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data*: 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 Paragraph 1.01.A.46.b.
- D. *Limitations of Other Data and 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;
  - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
  - 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
  - 4. 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:
  - 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;
  - 2. is of such a nature as to require a change in the Drawings or Specifications;

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 whether it is necessary for Owner to obtain 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; 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. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
  1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, 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 subject to the provisions of Paragraphs 4.05.D and 4.05.E.
  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;
    - 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 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, then any such adjustment will 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, 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.
- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

#### 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
  2. complying with applicable state and local utility damage prevention Laws and Regulations;
  3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
  4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
  5. 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 on the Drawings, or was not shown or indicated on the Drawings 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), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review*: Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
  2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
  3. obtain any pertinent cost or schedule information from Contractor; 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
  4. 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. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
  - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, 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. 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;
    - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
    - c. 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, then any such adjustment will 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, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
  - 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

#### 5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  - 1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
  - 2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; 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 on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. 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;
  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, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, 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. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- 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, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates 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 obligates 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 Contractor's obligations under the Contract. These bonds must 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 terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, 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 must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. 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.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

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. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages 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, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages 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, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. 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, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. 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.
- H. Contractor shall require:
  - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
  - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain 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.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) 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 will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, 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 and Engineer.

#### 6.03 *Contractor's Insurance*

- A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:
  - 1. include at least the specific coverages required;
  - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;



3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, 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;
  4. apply with respect to the performance of the Work, whether such performance is 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; and
  5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
  2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
  3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
  4. not seek contribution from insurance maintained by the additional insured; and
  5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

#### 6.04 *Builder's Risk and Other 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 Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- 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 advance notice of such occupancy or use to the builder's risk insurer, and obtain an

endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. 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 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer 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.
1. 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, risks, 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 individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater 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.
  2. None of the above waivers extends 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. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, 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, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. 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 all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights 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 insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract 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 fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 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 6.04 shall maintain such proceeds in a segregated account, and 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, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

**ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *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.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *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 maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

- C. 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 will 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.

7.04 *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 must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will 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 must 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.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, 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 equipment or material, or items from other proposed Suppliers, under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
      - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) 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) has a proven record of performance and availability of responsive service; and
      - 4) is not objectionable to Owner.
    - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
      - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
      - 2) the item 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 will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

#### 7.06 *Substitutes*

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material 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 equipment or material under the circumstances described below. To the extent possible such requests must 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 equipment or material from anyone other than Contractor.
  - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.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 equipment or material that Contractor seeks to furnish or use. The application:
    - a. will 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 the item specified; and
      - 3) be suited to the same use as the item 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 the item specified; and
    - 2) available engineering, sales, maintenance, repair, and replacement services.
  - d. will 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 will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

#### 7.07 Concerning Subcontractors and Suppliers

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers 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 or Supplier 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 5 days.

- E. Owner may require the replacement of any Subcontractor or Supplier. 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 or Suppliers 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 or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, 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 or Supplier, whether initially or as a replacement, will 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 solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

#### 7.08 *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 an 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 will be disclosed 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.

#### 7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. 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.

#### 7.10 *Taxes*

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

#### 7.11 *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. 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 is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written 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 written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### 7.12 *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.

### 7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. 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.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. 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.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.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).
- E. 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.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that 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.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. 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.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will 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.

#### 7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as 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 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 by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

#### 7.16 *Submittals*

##### A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
  - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determine and verify:
    - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
    - 2) 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
    - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
  - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must 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 Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

##### 1. *Shop Drawings*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings must 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.C.

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.C.
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. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. 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, comply with the requirements of 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 will 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 or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 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, will 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 or Sample will 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.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

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 Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two

resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

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

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
  - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
  - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
  - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
  - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

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 is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
  1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
  2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, or improper modification, 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.

- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
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. The end of the correction period established in Paragraph 15.08;
  8. Any inspection, test, or approval by others; or
  9. Any correction of defective Work by Owner.
- E. 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 will 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 losses, damages, costs, and judgments (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 from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage 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 will 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.

#### 7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
  - 1. Checking for conformance with the requirements of this Paragraph 7.19;
  - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
  - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

## **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 third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. 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.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, 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.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

#### 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 for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, 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. 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 will 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, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will 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 or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- 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.
  - 1. 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 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 8.03.B.
  - 2. 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 Contractor.

- C. 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 will 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 (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 10.07. 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 *Resident 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 the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *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.

10.06 *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.

10.07 *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, will 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 Contractor under 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 10.07 also apply to the Resident Project Representative, if any.

#### 10.08 *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 of which Engineer has been informed.

### **ARTICLE 11—CHANGES TO THE CONTRACT**

#### 11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that 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, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

#### 11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in 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 11.05, (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 that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

#### 11.03 *Work Change Directives*

- A. 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 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
  - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
  - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

#### 11.04 *Field Orders*

- A. 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.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.05 *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. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work 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 must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates 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.

#### 11.06 *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.C.2.

#### 11.07 *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 must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must 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);

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 11.07.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 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will 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 will be 15 percent;
    - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 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 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.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 5 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 will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
    - d. No fee will 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 of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
    - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

#### 11.08 *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 must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

#### 11.09 *Change Proposals*

- A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer

concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

**B. Change Proposal Procedures**

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data*: 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.
  - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
  - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must 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.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
  4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must 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.
  5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. 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 in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. Post-Completion**: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

**11.10 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 are subject 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;
  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; and
  4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- 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 rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, 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 will 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 will 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 will 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 will 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 will 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 will 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 will be incorporated in a Change Order or other written document 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. When needed 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 will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will 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 in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, 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, will 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 accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will 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, which 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 will 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 or retained for services specifically related to the Work.
5. Other costs consisting of 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, 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.
    - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
  - c. *Construction Equipment Rental*
    - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
    - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
    - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed 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 builder's risk or other property insurance established in accordance with Paragraph 6.04), 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 include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will 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 does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. 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.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. 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*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
  - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
  - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
    - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
    - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

#### 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 for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's 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 for Work covered by allowances, and the Contract Price will 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, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
  - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
  - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

**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 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 with such procedures and programs 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 will 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 will 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 will 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 written 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 will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, 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 will 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 defective Work as required by Engineer, then Owner may, after 7 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 for 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.
  2. 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 must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) 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.
  3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
  4. 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;
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; 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 based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from 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 has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
  - j. Liquidated or other 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; or
  - l. Other items entitle 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 will 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 will be treated as an amount due as determined by Paragraph 15.01.D.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 7 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 will 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 7 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 15.03.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 6.04 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 7.12), and other documents, Contractor may make application for final payment.
  2. The final Application for Payment must 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 duly pending Change Proposals and Claims; 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 Final Application and Recommendation of Payment:* 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 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will 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. 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. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *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 and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

#### 15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- 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 as a Claim, 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 Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect 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 adjacent areas;
  - 2. correct such defective Work;
  - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, 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 from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, 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 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). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

- D. 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.
- E. 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.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to 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 directly attributable to any such suspension. Any Change Proposal seeking such adjustments must 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) 10 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) written 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 7 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 will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 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 for any loss of anticipated profits or revenue, post-termination overhead costs, 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 7 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, 7 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, pursuant to Article 12; and
  - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise 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;
  - 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 requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
  - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
  - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
  - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

### **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 will not constitute a waiver of that provision, nor will 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 of the Contract or 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 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party 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.

18.09 *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.

18.10 *Headings*

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



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.

## SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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**SECTION 00800**  
**SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT**

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These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

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—for example, "Paragraph SC-4.05."

**ARTICLE 1—DEFINITIONS AND TERMINOLOGY**

**1.01 Defined Terms**

**SC-1.01.A.8 – Add the following at the end of the Paragraph:**

The Change Order form to be used on this Project is EJCDC C-941 (2018). Agency approval is required before Change Orders are effective.

**SC-1.01.A.30 – Add the following at the end of the Paragraph:**

For the purposes of Rural Development, this 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 federal programs.

**SC-1.01.A.50 – Add the following at the end of the Paragraph:**

The Work Change Directive form to be used on this Project is EJCDC C-940 (2018). Agency approval is required before a Work Change Directive is issued.

**SC-1.01.A.51 – Add the following new paragraph immediately after Paragraph 1.01.A.50:**

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

**SC-1.01.A.52 – Add the following new paragraph with the title “American Iron and Steel Definitions” immediately after Paragraph 1.01.A.51:**

52.a *American Iron and Steel (AIS)* - Requirements mandated by 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 for “iron and steel products,” meaning the following products, if 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. AIS requirements apply in each of the several states, the District of Columbia, and each federally recognized Tribe, but not the U.S. Territories.

52.b *Coating* - 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 United States, said product would 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 United States. This exemption only applies to Coatings on the *external surface* of Iron and Steel components. It does not apply to Coatings or linings on internal surfaces 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 the United States for the product to be compliant with AIS requirements.

52.c *Construction Materials* - Those articles, materials, or supplies made primarily of iron and/or steel, that are permanently incorporated into the project, not including 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 definitions of Mechanical Equipment and Electrical Equipment.

52.d *Contractor’s Certification* - Documentation submitted by the Contractor upon Substantial Completion of the Contract that all Iron and Steel products installed were Produced in the United States.

52.e *De Minimis* - Various miscellaneous, incidental low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. Examples of *De Minimis* 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 such *De Minimis* 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.

52.f *Electrical Equipment* - Typically any machine powered by electricity and includes components that are part of the electrical distribution system. AIS does not apply to Electrical Equipment.

52.g *Engineer’s Certification* - Documentation submitted by the Engineer that Drawings, Specifications, and Bidding Documents comply with AIS.

52.h *Iron and Steel products* - 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. Only items on

the above list made primarily of iron or steel, permanently incorporated into the project must be Produced in the United States. For example, trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. iron or steel.

52.i *Manufacturer* - A Supplier, fabricator, distributor, materialman, or vendor is an entity with which the Owner, Contractor or any subcontractor has contracted to furnish materials or equipment to be incorporated in the project by the Owner, Contractor or a subcontractor.

52.j *Manufacturer's Certification* - Documentation provided by the Manufacturer stating that the Iron and Steel products to be used in the project are produced in the United States in accordance with American Iron and Steel (AIS) Requirements. If items are purchased via a Supplier, distributor, vendor, etc. from the Manufacturer directly, then the Supplier, distributor, vendor, etc. will be responsible for obtaining and providing these certifications to the parties purchasing the products.

52.k *Manufacturing Processes* - Processes such as melting, refining, pouring, forming, rolling, drawing, finishing, and fabricating. Further, if a domestic Iron and Steel product is taken out of the United States 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 requirement, and the material(s), if any, being applied as a Coating are similarly not covered. Non-iron or Steel components of an Iron and Steel product may come from non-US 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.

52.l *Mechanical Equipment* - Typically equipment which has motorized parts and/or is powered by a motor. AIS does not apply to Mechanical Equipment.

52.m *Minor Components* - Components *within* an iron and/or Steel product otherwise compliant with the American Iron and Steel requirements; this waiver is typically used by Manufacturers. It differs from the *De Minimis* definition in that *De Minimis* pertains to the entire project and the minor component definition pertains to a single product. This waiver allows use of 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. 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.

52.n *Municipal Castings* - Cast iron or 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.

52.o *Primarily Iron or Steel* - A product is made of greater than 50 percent iron or Steel on a materials cost basis. An exception to this definition is reinforced precast concrete (see Definitions). 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/or steel, the AIS requirements do not apply. For example, the cost of a fire hydrant includes:

- The cost of materials used for the iron portion of a fire hydrant (e.g. bonnet, body and shoe); and
- The cost to pour and cast to create those components (e.g. labor and energy).

Not included in the cost are:

- The additional material costs for the non-iron or Steel internal workings of the hydrant (e.g. stem, coupling, valve, seals, etc.); and
- The cost to assemble the internal workings into the hydrant body.

52.p *Produced in the United States* - 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.

52.q *Reinforced Precast Concrete* – Reinforced Precast Concrete structures must comply with AIS, regardless of whether or not it consists of at least 50 percent iron or steel. The reinforcing bar and wire must be Produced in the United States and meet the same standards as 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 Construction Materials and must be Produced in the United States.

52.r *Steel* - An alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of Steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of Steel covers carbon steel, alloy steel, stainless steel, tool steel, and other specialty steels.

52.s *Structural Steel* - 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.

## **ARTICLE 2—PRELIMINARY MATTERS**

### **2.01 *Delivery of Bonds and Evidence of Insurance***

#### **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 signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. 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 signed 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 in this Contract (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 *Copies of Documents***

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

- A. Owner shall furnish to Contractor **five (5)** printed copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

## **ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

### **3.01 *Intent***

**SC-3.01** Delete Paragraph 3.01.C in its entirety.

## **ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

**SC 4.01.A** Delete Paragraph 4.01.A in its entirety and insert the following in its place:

- A. The Contract Times will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed will NOT be issued within 75 days after the Effective Date of the Agreement. The Notice to Proceed may be issued sooner if requested by the Contractor. The intent is to allow ample time for the preparation, review, and approval of shop drawings and delivery of the equipment.

## **ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **5.03 *Subsurface and Physical Conditions***

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

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

### **5.06 *Hazardous Environmental Conditions***

**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 the Owner or Engineer.
- B. Not Used.

## **ARTICLE 6—BONDS AND INSURANCE**

### **6.01 *Performance, Payment, and Other Bonds***

**SC-6.01** – Disregard EJCDC Guidance Notes – Performance and Payment Bonds, Note 1. Performance and Payment Bonds are required for WEP projects.

**SC-6.01** Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

**SC-6.01** – EJCDC Guidance Notes – “Other Bonds,” Warranty Bond, Note 1. RD does not require a Warranty Bond, and RD will not accept a Warranty Bond in place of a Performance and Payment Bond. The decision to include a Warranty Bond is made by the Owner and their counsel. Please refer to EJCDC.

### **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.

### 6.03 Contractor's Insurance

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

- D. The limits of liability for 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:
    - a. State: Statutory
    - b. Federal, if applicable  
(e.g., Longshoremen's) Statutory
    - c. Employer's Liability \$ 500,000
  2. Contractor's General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of the Contractor:
    - a. General Aggregate \$ 2,000,000
    - b. Products - Completed Operations Aggregate \$ 1,000,000
    - c. Personal and Advertising Injury \$ 1,000,000
    - d. Each Occurrence (Bodily Injury and Property Damage) \$ 1,000,000
    - e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.
    - f. Excess or Umbrella Liability
      - 1) General Aggregate \$ 5,000,000
      - 2) Each Occurrence \$ 5,000,000
  3. Automobile Liability under Paragraph 6.03.D of the General Conditions:
    - a. Bodily Injury:

Each Person	\$ 1,000,000
Each Accident	\$ 1,000,000
    - b. Property Damage:

Each Accident	\$ 1,000,000
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    - c. Combined Single Limit of \$ 1,000,000
  4. The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:
    - a. Bodily Injury:

Each Person	\$ 2,000,000
Each Accident	\$ 2,000,000
    - b. Property Damage:

Each Accident	\$ 2,000,000
Annual Aggregate	\$ 2,000,000



## **ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES**

### **7.04 Services, Materials, and Equipment**

#### **SC-7.04.D – Add the following new paragraph immediately after Paragraph 7.04.C:**

D. All Iron and Steel products must meet American Iron and Steel requirements.

#### **SC-7.04.E – Add the following new paragraph immediately after Paragraph 7.04.D:**

E. For projects utilizing a *De Minimis* waiver, Contractor shall maintain an itemized list of non-domestically produced iron or steel incidental components and ensure that the cost is less than 5% of total materials cost for project.

### **7.05 “Or Equals”**

#### **SC-7.05.A – Amend the third sentence of paragraph 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-7.05.A.1.a.3 – Amend the last sentence of Paragraph a.3 by striking out “and;” and adding a period at the end of Paragraph a.3.**

#### **SC-7.05.A.1.a.4 – Delete paragraph in its entirety and insert “Deleted.”**

#### **SC-7.05.B – Add the following at the end of paragraph:**

Contractor shall include a Manufacturer’s Certification letter for compliance with American Iron and Steel requirements in support data, if applicable. Refer to Manufacturer’s Certification Letter provided in these Contract Documents.

### **7.06 Substitutes**

#### **SC-7.06.A.3.a.2 – Remove “and” from the end of paragraph.**

#### **SC-7.06.A.3.a.3 – Add “; and” to the end of paragraph.**

#### **SC-7.06.A.3.a.4 – Add the following new paragraph immediately after Paragraph 7.06.A.3.a.3:**

4. Comply with American Iron and Steel by providing Manufacturer’s Certification letter of American Iron and Steel compliance, if applicable. Refer to Manufacturer’s Certification Letter provided in these Contract Documents.

### **7.07 Concerning Subcontractors and Suppliers**

#### **SC-7.07.A – Amend by adding the following to the end of the paragraph:**

The total amount of work subcontracted by the Contractor shall not exceed fifty percent of the Contract price without prior approval from the Owner, Engineer and Agency.

#### **SC-7.07.B – Delete paragraph in its entirety and insert ”Deleted”.**

#### **SC-7.07.E – Delete the second sentence of paragraph and insert the following in its place:**

Owner may not require that Contractor use a specific replacement.

### **7.12 Record Documents**

#### **SC-7.12.A Amend paragraph by adding the following after “written interpretations and clarifications,”:**

Manufacturers’ Certifications,

## 7.16 Submittals

### SC-7.16.A.1.c – Amend paragraph by deleting the last period and adding:

, including Manufacturer's Certification letter for any item in the submittal subject to American Iron and Steel requirements and include the Certificate in the submittal. Refer to Manufacturer's Certification Letter provided in these Contract Documents.

### SC-7.16.C.9 – Add new paragraph immediately after Paragraph 7.16.C.8:

9. Engineer's review and approval of a Shop Drawing or Sample shall include review of Manufacturers' Certifications in order to document compliance with American Iron and Steel requirements, as applicable.

## 7.17 Contractor's General Warranty and Guarantee

### SC-7.17.F – Add new paragraph immediately after Paragraph 7.17.E:

F. Contractor shall certify upon Substantial Completion that all Work and Materials have complied with American Iron and Steel requirements as mandated by 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. Contractor shall provide said Certification to Owner. Refer to General Contractor's Certification Letter provided in these Contract Documents.

## ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

### 10.03 Resident Project Representative

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

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
  2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
  3. *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 Contractor's proper execution of the Work.
  4. *Review of Work; Defective Work*
    - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.

- b. Observe whether any Work in place appears to be defective.
  - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
5. *Inspections and Tests*
- a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
  - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
6. *Payment Requests: Review Applications for Payment with Contractor.*
7. *Completion*
- a. Participate in Engineer's visits regarding Substantial Completion.
  - b. Assist in the preparation of a punch list of items to be completed or corrected.
  - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
  - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will 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 construction.
  - 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. Authorize Owner to occupy the Project in whole or in part.

## **ARTICLE 11—CHANGES TO THE CONTRACT**

### **11.02 *Change Orders***

#### **SC-11.02.C – Add new paragraph immediately after Paragraph 11.02.B:**

C. The Engineer or Owner shall contact the Agency for concurrence on each Change Order prior to issuance. All Contract Change Orders must be concurred on (signed) by Agency before they are effective.

### **11.03 *Work Change Directives***

#### **SC-11.03.A.2 - Add new Paragraph 11.03.A.2 immediately after Paragraph 11.03.A, which shall be renamed Paragraph 11.03.A.1:**

2. The Engineer or Owner shall contact the Agency for concurrence on each Work Change Directive prior to issuance. Once authorized by Owner, a copy of each Work Change Directive shall be provided by Engineer to the Agency.

### **11.05 Owner Authorized Changes in the Work**

#### **SC-11.05.B – Add the following at the end of this paragraph:**

For Owner-authorized changes in the Work, the Contractor will provide the Manufacturer's Certification(s) for materials subject to American Iron and Steel requirements except when sole-source is specified, in which case the Engineer will provide the Manufacturer's Certification(s).

### **11.09 Change Proposals**

#### **SC-11.09.B.2.c – Add new paragraph immediately after Paragraph 11.09.B.2.b:**

c. Change orders involving materials subject to American Iron and Steel requirements shall include supporting data (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, as applicable.

## **ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK**

### **13.01 Cost of the Work**

#### **SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:**

- a. For purposes of this paragraph, "small tools and hand tools" means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

#### **SC-13.02.C – Delete paragraph in its entirety and insert "Deleted".**

### **13.03 Unit Price Work**

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

##### **E. Adjustments in Unit Price**

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
  - a. the extended price of a particular item of Unit Price Work amounts to [number] 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 [number] percent from the estimated quantity of such item indicated in the Agreement; and
  - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

## **ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

### **14.03 Defective Work**

#### **SC-14.03.G – Add new paragraph immediately after Paragraph 14.03.F:**

G. Installation of materials that are non-compliant with American Iron and Steel requirements shall be considered defective work.

**ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD**

**15.01** *Progress Payments*

**15.02** ***SC-15.01.B.4 – Add the following language at the end of paragraph:***

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.5 – Add new paragraph immediately after Paragraph 15.01.B.4:**

5. The Application for Payment form to be used on this Project is EJCDC® C-620. The Agency must approve all Applications for Payment before payment is made.

**SC-15.01.B.6 – Add new paragraph immediately after Paragraph 15.01.B.5:**

6. By submitting an Application for Payment based in whole or in part on furnishing equipment or materials, Contractor certifies that such equipment and materials are compliant with American Iron and Steel requirements. Manufacturer's Certification letter for materials satisfy this requirement. Refer to Manufacturer's Certification Letter provided in these Contract Documents.

**SC-15.01.C.2.d – Add the following new paragraph immediately after Paragraph 15.01.C.2.c:**

d. The materials presented for payment in an Application for Payment comply with American Iron and Steel requirements.

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

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

**SC-15.01** **Add the following new Paragraph 15.01.F:**

- F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

**SC-15.02.A – Amend paragraph by striking out the following text: "7 days after".**

**15.03** ***Substantial Completion***

**SC-15.03.A – Modify by adding the following after the last sentence:**

Contractor shall also submit the General (Prime) Contractor's Certification of Compliance certifying that to the best of the Contractor's knowledge and belief all substitutes, equals, and all Iron and Steel products proposed in the Shop Drawings, Change Orders, and Partial Payment Estimates, and those installed for the Project, are either Produced in the United States or are the subject of an approved waiver under 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.

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

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

**ARTICLE 18—MISCELLANEOUS**

**SC-18.11 – Add new paragraph immediately after Paragraph 18.10:**

**18.11 Tribal Sovereignty**

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

**SC-19 – Add the following new Article 19 immediately after Article 18:**

**Article 19 - FEDERAL REQUIREMENTS**

**19.01 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.

**19.02 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 "Certificate of Owner's Attorney" (Exhibit G of this Bulletin) before Owner submits the executed Contract Documents to Agency for approval.

B. Agency concurrence is required on both the Bid and the Contract before the Contract is effective.

**19.03 Conflict of Interest**

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

**19.04 Gratuities**

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

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

#### **19.05      *Small, Minority and Women's Businesses***

A. If Contractor intends to let any subcontracts for a portion of the work, Contractor will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps will include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

#### **19.06      *Anti-Kickback***

A. Contractor shall comply with the Copeland Anti-Kickback Act (40 USC 3145) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. Owner shall report all suspected or reported violations to Agency.

#### **19.07      *Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended***

A. Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **19.08      *Equal Employment Opportunity***

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

**19.09 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

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

**19.10 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 (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e.g., alluvial soils on NRCS Soil Survey Maps.
3. Historic Preservation - Applicants shall ensure that Contractors maintain a copy of the following inadvertent discovery plan onsite for review:
  - a. If during the course of any ground disturbance related to any Project, any post review discovery, including but not limited to, any artifacts, foundations, or other indications of past human occupation of the area are uncovered, shall be protected by complying with 36 CFR § 800.13(b)(3) and (c) and shall include the following:
    - i. All Work, including vehicular traffic, shall immediately stop within a 50 ft. radius around the area of discovery. The Contractor shall ensure barriers are established to protect the area of discovery and notify the Engineer to contact the appropriate RD personnel. The Engineer shall engage a Secretary of the Interior (SOI) qualified professional archeologist to quickly assess the nature and scope of the discovery; implement interim measures to protect the discovery from looting and vandalism; and establish broader barriers if further historic and/or precontact properties, can reasonably be expected to occur.
    - ii. The RD personnel shall notify the appropriate RD environmental staff member, the Federal Preservation Officer (FPO), and State Historic Preservation Office (SHPO) immediately. Indian tribe(s) or Native Hawaiian Organization (NHOs) that have an interest in the area of discovery shall be contacted immediately. The SHPO



may require additional tribes or NHOs who may have an interest in the area of discovery also be contacted. The notification shall include an assessment of the discovery provided by the SOI qualified professional archeologist.

iii. When the discovery contains burial sites or human remains, the Contractor shall immediately notify the appropriate RD personnel who will contact the RD environmental staff member, FPO, and the SHPO. The relevant law enforcement authorities shall be immediately contacted by onsite personnel to reduce delay times, in accordance with tribal, state, or local laws including 36 CFR Part 800.13; 43 CFR Part 10, Subpart B; and the Advisory Council on Historic Preservation's Policy Statement Regarding treatment of Burial Sites, Human Remains, or Funerary Objects (February 23, 2007).

iv. When the discovery contains burial sites or human remains, all construction activities, including vehicular traffic shall stop within a 100 ft. radius of the discovery and barriers shall be established. The evaluation of human remains shall be conducted at the site of discovery by a SOI qualified professional. Remains that have been removed from their primary context and where that context may be in question may be retained in a secure location, pending further decisions on treatment and disposition. RD may expand this radius based on the SOI professional's assessment of the discovery and establish broader barriers if further subsurface burial sites, or human remains can reasonably be expected to occur. RD, in consultation with the SHPO and interested tribes or NHOs, shall develop a plan for the treatment of native human remains.

v. Work may continue in other areas of the undertaking where no historic properties, burial sites, or human remains are present. If the inadvertent discovery appears to be a consequence of illegal activity such as looting, the onsite personnel shall contact the appropriate legal authorities immediately if the landowner has not already done so.

vi. Work may not resume in the area of the discovery until a notice to proceed has been issued by RD. RD shall not issue the notice to proceed until it has determined that the appropriate local protocols and consulting parties have been consulted.

vii. Inadvertent discoveries on federal and tribal land shall follow the processes required by the federal or tribal entity.

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: [*Insert mitigation measures from the Letter of Conditions here*].

**19.11 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

A. Where applicable, for contracts awarded by the Owner in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor will compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic will be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**19.12      *Debarment and Suspension (Executive Orders 12549 and 12689)***

A. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**19.13      *Procurement of recovered materials***

A. The Contractor will comply with 2 CFR Part 200.322, "Procurement of recovered materials."

**19.14      *American Iron and Steel***

A. 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 an American Iron and Steel requirement to this project. All 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 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.

B. The following waivers apply to this Contract:

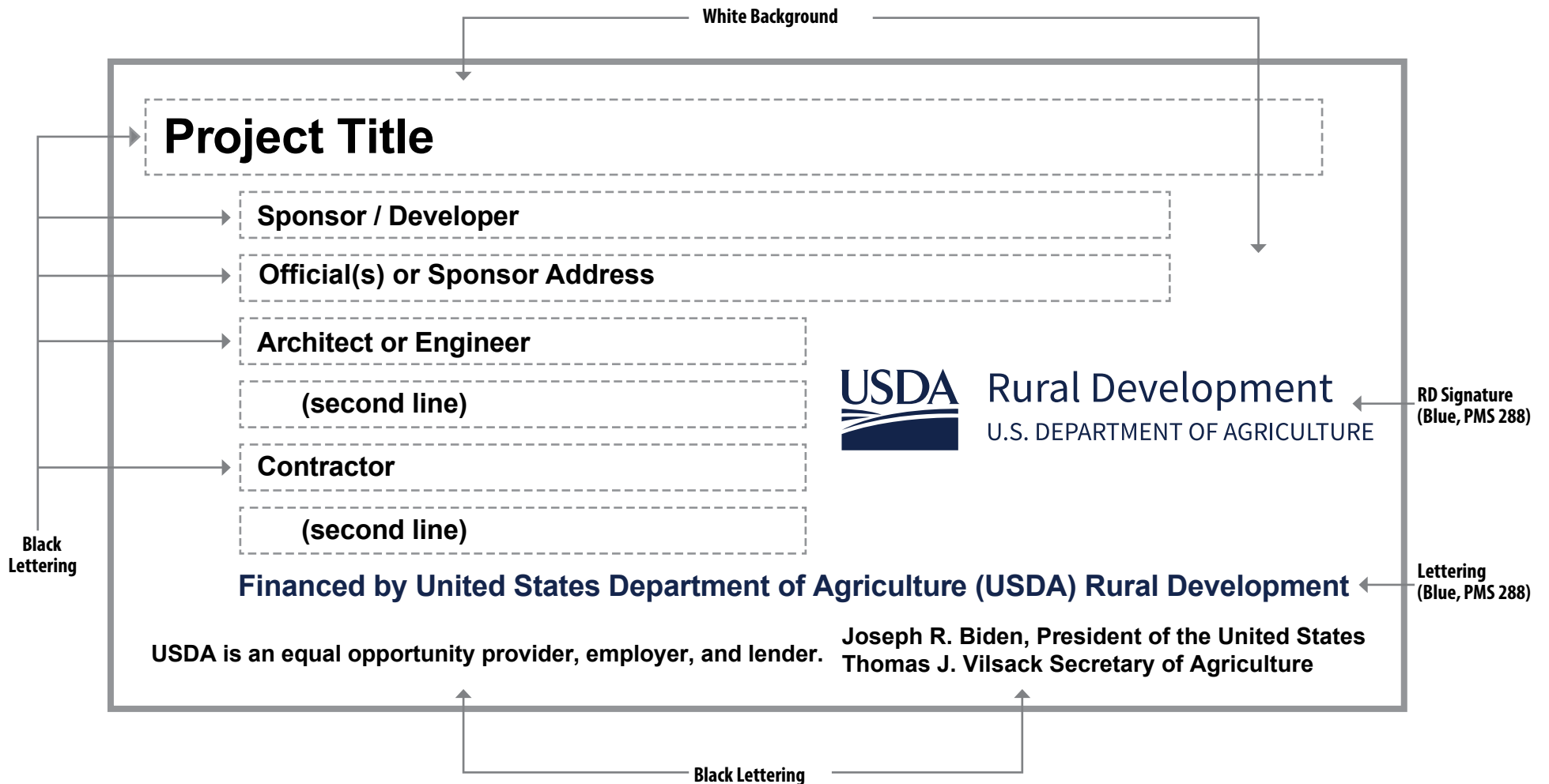
1.      *De Minimis,*
2.      Minor Components,
3.      Pig iron and direct reduced iron, and
4.      *[add project specific waivers as applicable].*





# TEMPORARY CONSTRUCTION SIGN FOR RURAL DEVELOPMENT PROJECTS

Recommended Fonts: Helvetica or Arial



**SIGN DIMENSIONS** : 1200 mm x 2400 mm x 19 mm (approx. 4' x 8' x 3/4")  
**PLYWOOD PANEL (APA RATED A-B GRADE-EXTERIOR)**



## **DIVISION 1: GENERAL REQUIREMENTS**





## **SECTION 01001**

### **SPECIAL CONDITIONS**

#### **1.0 DESCRIPTION OF THE WORK AND DESIGNATION OF OWNER**

These Specifications and accompanying Drawings describe the work to be done and the materials to be furnished for the construction of the project entitled Dixie Bend Tank Replacement.

All references to the Owner in these Specifications, Contract Documents and plans shall mean the South Eastern Water Association.

#### **2.0 AVAILABLE FUNDS**

The attention of all Bidders is directed to the fact that funds will be made available for the award of the contract through Rural Development.

#### **3.0 TIME OF COMPLETION**

The time allowed for the completion of the contract is 150 calendar days. The time allowed for completion shall begin at midnight, local time, on the date which the Owner, or his authorized representative, the Engineer, shall instruct the Contractor in writing to start work, but no later than 10 days after Notice to Proceed.

Additional time will be allowed the Contractor to cover approved over-runs or additions to the contract in the same proportion that the said over-run or addition in net monetary value bears to the original amount; the total of said additional time to be computed to the nearest whole calendar day.

#### **4.0 LIQUIDATED DAMAGES**

It is understood that time is the essence of this contract and that the Owner will sustain damages, monetary and otherwise, in the event of delay in completion of the work hereby contracted.

Therefore, if the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part of the consideration for the awarding of these contracts, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and

ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

Liquidated damages are fixed at \$1,000 per calendar day of over-run beyond the date set for completion or authorized extension thereof.

## **5.0 INSURANCE**

See Section 00800, Supplementary Conditions SC-5.04 for the minimum amounts of insurance coverage to be furnished under these contracts.

## **6.0 PERFORMANCE AND PAYMENT BOND**

The Contractor shall furnish separate performance and payment bonds issued by an approved bonding company in an amount at least equal to one hundred percent (100%) of the contract price, as security for the faithful performance of this contract and for the payment of persons performing labor and furnishing materials in connection with this contract. These bonds shall be executed by a company authorized to do business in the State of Kentucky and shall be signed or countersigned by a Kentucky resident agent. Bonds shall remain in effect for one year after date of final acceptance of the work.

## **7.0 SITE DIMENSIONS**

All Contractors furnishing materials and equipment for this contract shall obtain exact dimensions at the site. Scale or figure dimensions on the drawings and details show the correct size under ideal conditions and shall not, under any circumstances, be so construed as to relieve the Contractor from responsibility for taking measurements at the site and furnishing materials or equipment of the correct size.

## **8.0 DAMAGE TO EQUIPMENT STORED AND/OR IN PLACE PRIOR TO INITIAL OPERATION**

Any equipment damaged or which has been subjected to possible damage by reason of inundation, improper storage and/or protection during the construction period of project, shall be handled only as follows:

- a) Be replaced with new equipment.
- b) With approval of the Engineer, be returned to the manufacturer of the equipment, or his authorized repair agency, for inspection and repair provided, however, that such repair after inspection will place

the equipment in new condition and restore the manufacturer's guarantee the same as for new equipment.

## **9.0 SALVAGED MATERIALS AND EQUIPMENT**

All materials or equipment to be removed from existing structures and not specifically noted to be re-used or disposed of, shall remain the property of the Owner. Such materials and/or equipment shall be stored on sites by the Contractor as directed by the Owner.

The use of second hand and/or salvaged materials will not be permitted, unless specifically provided for in the detailed specifications. Materials and equipment shall be new when turned over to the Owner.

## **10.0 TEMPORARY FACILITIES**

- a) Build and maintain temporary offices and storage sheds as necessary for the work. Location of temporary buildings shall be subject to the approval of the Engineer.
- b) Provide temporary heat, light and power required by the work. Temporary telephone service shall be provided in the job office paid for by the General Contractor, except that the party placing a long distance call shall pay the toll charge.
- c) Each Contractor shall construct and maintain, in a sanitary condition, sanitary facilities for his employees and also employees of his subcontractors. At completion of the contract work, these sanitary facilities shall be properly disposed of as directed by the Engineer.
- d) Temporary construction for safety measures, hoists and scaffolds shall be erected in accordance with the General Conditions.
- e) Construction yard shall be located on job site. Provide security and safety protection.
- f) The obtaining of all utilities for construction, including power and water, shall be the responsibility of the Contractor, and he shall bear the cost of all utilities used for construction. Cost of all connections and facilities for use of utilities shall be borne by the Contractor.

## **11.0 PROPERTY PROTECTION**

Care is to be exercised by the Contractor in all phases of construction to prevent damage and injury to the Owner's or other property.

In connection with work performed on "private property" (property other than that belonging to the Owner), the Contractor shall confine his equipment, the storage of materials, and the operation of his workmen to the limits indicated on the plans, or to lands and right-of-way provided for the project by the Owner, and shall take every precaution to avoid damage to the private property Owner's buildings, grounds and facilities.

Fences, hedges, shrubs, etc. within the construction limits shall be carefully removed, preserved, and replaced when the construction is completed. Where ditches or excavations cross lawns, the sod shall be removed carefully and replaced when the backfilling has been completed. If sod is damaged or not handled properly, it shall be replaced with new sod equal to existing sod at the Contractor's expense. Grassed areas, other than lawns, shall be graded, fertilized and seeded when construction is completed. When construction is completed the private property Owner's facilities and grounds shall be restored to as good or better condition than found as quickly as possible at the Contractor's expense. All disturbed areas shall be re-vegetated (permanently or temporarily) within 14 days.

## **12.0 CONFLICT WITH OR DAMAGE TO EXISTING UTILITIES AND FACILITIES**

Insofar as location data is available to the Engineers, existing underground utilities (such as waterlines, sewer lines, gas lines, telephone conduits, etc.) are accurately located on the drawings. Due, however, to the approximate nature of much of this data, the location of any particular facility cannot be certified to be correct. In general, locations and elevations shown are approximate only.

Before proceeding with the work, the Contractor shall confer with all public or private companies, agencies, or departments that own and operate utilities in the vicinity of the construction work. The purpose of the conference is to verify the location of, and possible interference with, the existing utilities that are shown on the Plans, arrange for necessary suspension of service, and make arrangements to locate and avoid interference with all utilities that are not shown on the Plans.

## **13.0 CONTROL OF EROSION**

The Contractor shall be responsible for control of siltation and erosion from the project work. Control shall include all necessary ditching, check dams, mulching, etc. to prevent deposition of materials in roadside ditches. The Owner shall incur no extra costs from such work.

The contractor shall obtain and pay for all grading, storm water, etc. permits, if any required to complete the work. The contractor shall maintain compliance with all conditions, limitations and stipulations of all permits. The contractor shall not commence work, except mobilization, until he has obtained all required

permits for said work. The contractor shall supply the owner with copies of all permits within 24 hours of receipt. A KPDES Storm Water Discharge Permit will be required for this project. The contractor shall fill out, sign and submit the Notice of Intent (NOI) and the Notice of Termination (NOT). The notice to proceed will not be issued until the permit has been provided. The Kentucky Pollution Discharge Elimination System (KPDES) Form NOI-SWCA is included in these Specifications. The preferred electronic Notice of Intent (eNOI) for Stormwater Discharges Associated with Construction Activity (KPDES Form NOI-SWCA) under the KPDES General Permit is available on the Web.

For the eNOI, visit: <https://dep.gateway.ky.gov/eForms/default.aspx?FormID=48>.

## **14.0 MEASUREMENT AND PAYMENT**

### **14.1 MEASUREMENT OF QUANTITIES**

All Work completed under the Agreement will be measured by the Engineer according to United States standard measure.

14.1.1: Unless otherwise specified, measurement of concrete quantities will include only that volume within the neat lines as shown on the Plans or as altered by the Engineer to fit field conditions. The prismatic formula will be used in computing the volumes of structures, or portions of structures, having end sections of unequal areas.

14.1.2: All items which are measured by the linear foot, such as pipe, will be measured along the centerline distance of the installed item with no allowance for connections, fittings or laps at connections.

14.1.3: In computing volumes of excavation, borrow and embankments, the average end-area method will be used. For the purpose of ascertaining quantities, it is agreed that the planimeter shall be considered an instrument of precision adapted to the measurement of areas.

### **14.2 LUMP SUM**

When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

### **14.3 PLAN QUANTITIES**

When the plan quantities for a specific portion of the Work are designated as the pay quantities in the Contract Documents, they shall be the final quantities for which payment for such specific portion of the Work will be made, unless the dimensions of said portions of the Work shown on the plans are revised by the

Engineer. When revised dimensions result in an increase or decrease in the quantities of such Work, the final quantities for payment will be revised in the amount represented by the authorized changes in dimensions.

#### 14.4 ACTUAL QUANTITIES

When actual quantities for a specific portion of the Work are designated as the pay quantities in the Contract Documents, they shall be the final quantities for which payment for such specific portion of the Work will be made. The actual quantities will be determined by the difference in field measurements and cross sections before and after construction.

#### 14.5 SCOPE OF PAYMENT

The contract unit prices whether based on lump sum, plan quantities or actual quantities for the various bid items of the Contract Documents shall be considered full compensation for all labor, materials, supplies, equipment, tools, and all things of whatever nature required for the complete incorporation of the item into the Work the same as though the items were to read "in Plan" unless the Contract Documents provide otherwise.

#### 14.6 PAYMENTS

Estimates for payment, partial payments and final payments shall be in accordance with and follow procedures set forth in the General Conditions and Supplementary Conditions.

### **15.0 ACCESS ROADS**

The Contractor, Contractor's employees and all trucks delivering equipment, supplies or materials to the project shall use the access roads shown in the Plans for entering and leaving the project sites.

### **16.0 TESTING LABORATORY SERVICES**

#### 16.1 GENERAL

16.1.1 Work Included. From time to time during progress of the Work, the Owner may require that testing be performed to determine that materials provided for the Work meet the specified requirements; such testing includes, but is not necessarily limited to:

- 1) Material Compaction
- 2) Cast-In-Place Concrete

16.1.2 Related Work Described Elsewhere. Requirements for testing may be described in various Sections of these Specifications; where no testing requirements are described, but the Owner decides that testing is required, the Owner may require testing to be performed under current pertinent standards for testing.

16.1.3 Selection of Testing Laboratory. The Owner will select a testing laboratory.

16.1.4 Codes and Standards. Testing, when required, will be in accordance with all pertinent codes and regulations and with selected standards of the American Society for Testing and Materials.

16.1.5 Product Handling. The Contractor shall promptly process and distribute all required copies of test reports for which he is responsible and related instructions to ensure all necessary retesting and/or replacement of materials with the least possible delay in progress of the Work.

## 16.2 PAYMENT FOR TESTING SERVICES

16.2.1 Initial Services. The Contractor will pay for all initial testing services required by the Owner.

16.2.2 Retesting. When initial tests indicate non-compliance with the Contract Documents, all subsequent retesting made necessary by the non-compliance shall be performed by a testing laboratory selected by the Contractor and approved by the Engineer and the costs thereof will be paid directly by the Contractor.

16.2.3 Contractor's Convenience Testing. Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

## 16.3 EXECUTION

16.3.1 Cooperation with Testing Laboratory. Representatives of the testing laboratory shall have access to the Work at all times. The Contractor shall provide facilities for such access in order that the laboratory may properly perform its functions.

### 16.3.2 SCHEDULES FOR TESTING

16.3.2.1 Establishing Schedule. By advance discussion with the testing laboratory selected by the Owner, the Contractor shall allow for the time required for the laboratory to perform its tests and to issue each of its findings. The Contractor shall allow for this time within the construction schedule.

16.3.2.2 Revising Schedule. When changes of construction schedule are necessary during construction, the Contractor shall coordinate all such changes of schedule with the testing laboratory as required.

16.3.2.3 Adherence to Schedule. When the testing laboratory is ready to test according to the determined schedule but is prevented from testing or taking specimens due to incompleteness of the Work, all extra costs for testing attributed to the delay may be back-charged to the Contractor and shall not be borne by the Owner.

16.3.3 Taking Specimens. All specimens and samples for testing, unless otherwise provided in these Contract Documents, will be taken by the testing laboratory; all sampling equipment and personnel will be provided by the testing laboratory; and all deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory.

## **17.0 SUBMITTALS AND SUBSTITUTIONS**

### **17.1 GENERAL**

17.1.1 Work Included. Wherever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined either by manufacturer's name and catalog number or by reference to recognized industry standards. To ensure that the specified products are furnished and installed in accordance with design intent, procedures have been established for advance submittal of design data and for its review and approval or rejection by the Engineer.

#### **17.1.2 RELATED WORK DESCRIBED ELSEWHERE.**

17.1.2.1 Contractual requirements for submittals are described in the General Conditions and Supplementary Conditions.

17.1.2.2 Individual submittals required are described in the pertinent sections of these Specifications.

### **17.2 SUBSTITUTIONS**

17.2.1 Engineer's Approval Required. The Agreement is based on the materials, equipment, and methods described in the Contract Documents. The Engineer will consider proposals for substitution of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data and all other information required by the Engineer to evaluate the proposed substitution. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved for this Work by the Engineer.



17.2.2 "Or Equal". Where the phrase "or equal" occurs in the Contract Documents, do not assume that material, equipment, or methods will be approved as equal by the Engineer unless the item has been specifically approved for this Work. The decision of the Engineer shall be final.

17.2.3 Availability of Specified Items. The Contractor shall verify prior to bidding that all specified items will be available in time for installation during orderly and timely progress of the Work. In the event the specified item or items will not be so available, the Contractor shall notify the Engineer prior to receipt of Bids.

### 17.3 IDENTIFICATION OF SUBMITTALS

The Contractor shall completely identify each submittal and resubmittal by showing at least the following information:

- 1) Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.
- 2) Name of project as it appears in these Specifications.
- 3) Drawing number and Specifications Section number to which the submittal applies.
- 4) Whether this is an original submittal or resubmittal.

### 17.4 COORDINATION OF SUBMITTALS

17.4.1 General. Prior to submittal for Engineer's review, the Contractor shall use all means necessary to fully coordinate all material, including the following procedures:

- 1) Determine and verify all field dimensions and conditions, materials, catalog numbers, and similar data.
- 2) Coordinate as required with all trades and with all public agencies involved.
- 3) Secure all necessary approvals from public agencies and others and signify by stamp, or other means, that they have been secured.
- 4) Clearly indicate all deviations from the Contract Documents.

17.4.2 Grouping of Submittals. Unless otherwise specifically permitted by the Engineer, the Contractor shall make all submittals in groups containing all associated items; the Engineer may reject partial submittals as not complying with the provisions of the Contract Documents.

## 17.5 TIMING OF SUBMITTALS

The Contractor shall make all submittals far enough in advance of schedule dates of installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery. In scheduling, allow at least five full working days for the Engineer's review following his receipt of the submittal. All submittals shall be submitted in digital PDF format to Engineer.

## 18.0 **INSTALLATION REQUIREMENTS**

Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the respective manufacturers, unless otherwise specified.

## 19.0 **PROOF OF COMPLIANCE**

Whenever the Contract Documents require that a product be in accordance with Federal specification, ASTM designation, ANSI specification, or other association standard, the Contractor shall present an affidavit from the manufacturer certifying that the product complies therewith. Where requested or specified, the Contractor shall submit supporting test data to substantiate compliance.

## 20.0 **PROJECT RECORD DOCUMENTS**

20.1 As the Work progress, the Contractor shall keep a complete and accurate record of changes or deviations from the Contract Documents and the Shop Drawings, indicating the Work as actually installed. Changes shall be neatly and correctly shown on the respective portion of the affected document, using black line prints of the Drawings affected, or the Specifications, with appropriate supplementary notes. This record set of Drawings, Shop Drawings, and Specifications shall be kept at the job site for inspection by the Engineer.

20.2 The records above shall be arranged in order, in accordance with the various sections of the Specifications, and properly indexed. Prior to application for final payment, and as a condition to its approval by the Engineer, deliver the record Drawings and Specifications, arranged in proper order, indexed, and endorsed as hereinbefore specified.

20.3 No review or receipt of such records by the Engineer or Owner shall be a waiver of any deviation from the Contract Documents or the Shop Drawings or in

any way relieve the Contractor from his responsibility to perform the Work in accordance with the Contract Documents and the Shop Drawings to the extent they are in accordance with the Contract Documents.

## **21.0 PROJECT MEETINGS**

The Contractor's Superintendent for the Work shall attend project meetings as required by either the Owner or Engineer.

## **22.0 VIDEO TAPE**

The line Contractor, before proceeding with any work, shall make or have made a video of all areas where work is to be performed and a copy of this video cassette shall be furnished to the Engineer to review for completeness. This video shall be utilized as backup and reference for claims and cleanup.

## **23.0 DAILY REPORTS**

The project inspector, as designated by the Owner and/or Engineer, will keep a daily record of materials installed. This daily report will be used by the Owner and the Engineer to determine the payments due to the Contractor. The Contractor shall sign the inspector's daily report each day. Should the contractor disagree with the inspector's report, the differences shall be resolved before the end of the next day, with the Contractor signing the daily report.

## **24.0 FINAL ADJUSTMENT OF QUANTITIES**

Upon completion of the project, a final adjusting change order will be written to reconcile the differences between the bid quantities and the actual quantities installed. This final adjusting change order will be determined based on the inspector's daily reports.

**END OF SECTION 01001**



## **DIVISION 2: SITE WORK**



## **SECTION 02001**

### **EARTHWORK**

#### **1.0 SCOPE**

This section covers the required topsoil removal, excavation, the removal and proper utilization or disposal of all excavated materials, necessary borrow, fill requirements, and the shaping and finishing of all excavation work to the required lines and grades.

#### **2.0 TOPSOIL REMOVAL**

All topsoil on areas to receive fill shall be stripped and stockpiled at an approved location.

#### **3.0 CLEARING AND GRUBBING**

Work shall consist of cutting and removing designated trees, stumps, brush, logs, removal of fences, or other loose and projecting material. Unless otherwise specified, it shall also include the grubbing of stumps, roots and other natural obstructions which, in the opinion of the Engineer, must be removed to prosecute properly the construction work and operate properly the facility upon the completion of construction.

No cleared or grubbed materials shall be used in backfills or embankment fills.

All stumps, roots and other objectionable material shall be grubbed up so that no roots larger than 3 inches in diameter remain less than 18 inches below the ground surface.

All holes and depressions left by grubbing operations shall be filled with suitable material and compacted to grade.

Disposal shall be by burning or other methods satisfactory to the Engineer; however, burning will be permitted only when the Contractor has obtained written permission from the local regulatory agency.

The Contractor shall also remove from the site and satisfactorily dispose of all miscellaneous rubbish including, but not limited to, masonry, scrap metal, rock, pavement, etc., that is under the fill or to be removed as shown on the Drawings, specified herein, or directed by the Engineer.

Existing improvements, adjacent property, utility and other facilities, and trees, plants and brush that are not to be removed shall be protected from injury or damage resulting from the Contractor's operations.

Trees and shrubs, designated to remain or that are beyond the clearing and grubbing limits, which are injured or damaged during construction operations shall be treated at the Contractor's expense by experienced tree surgery personnel.

### 3.1 EROSION CONTROL

Temporary measures shall be applied throughout the construction permit to control and to minimize siltation to adjacent properties and waterways. Such measures shall include, but not be limited to, the use of berms, baled straw silt barriers, gravel or crushed stone, mulch, slope drains and other methods. These temporary measures shall be applied to erodible material exposed by any activity associated with the construction of this project.

## 4.0 **STRUCTURAL EXCAVATION**

Structural excavation shall consist of and include the removal of all materials encountered or involved in the excavation and subgrade preparation for the placing of structures. The final depths and extent of structural excavation will be determined by the nature of the material encountered; however, after excavation to the limits as shown on the drawings, the Engineer shall inspect the work and determine if additional excavation is required.

## 5.0 **EXCAVATION CONSTRUCTION METHODS**

### 5.1 OPEN-CUT EXCAVATION - GENERAL

All open cut excavation shall be performed in accordance with this section to the lines, grades, and dimensions shown on the drawings or established by the Engineer.

All necessary precautions shall be taken to preserve the material below and beyond the lines of all excavation in the soundest possible condition. Any damage to the work due to the Contractor's operations, including shattering of the material beyond the required excavation lines, shall be repaired at the expense of and by the Contractor. Any and all excess excavation for the convenience of the Contractor for any purpose or reason, except as may be ordered in writing by the Engineer and whether or not due to the fault of the Contractor, shall be at the expense of the Contractor. Where required to complete the work, all such excess excavation and over-excavation shall be refilled with materials furnished and placed at the expense of and by the Contractor. Slopes shattered or loosened by blasting shall be taken down at the expense of and by the Contractor.

All excavation for embankment and structure foundations shall be performed in the dry. No excavation shall be made in frozen materials without written approval.



The bottom and side slope of rock or shale upon or against which concrete or pervious blanket material is to be placed shall be excavated to the required dimensions as shown on the drawings or established by the Engineer. No material will be permitted to extend within the neat lines of the structure. If, at any point in rock or shale upon written orders from the Engineer, material is excavated beyond the limits required to receive the structure, the additional excavation shall be filled solidly with concrete. If material is excavated beyond the limits required to receive the structure without written orders from the Engineer, the additional excavation shall be brought back to grade with "Class A" concrete at the Contractor's expense.

## 5.2 UTILIZATION OF EXCAVATED MATERIAL

All suitable material removed from the excavations shall be used insofar as practicable, in constructing the permanent works and at such other places as directed. The Contractor shall not waste materials removed from excavations and suitable for use in the construction of the permanent works, without a written application to do so and a written approval from the Engineer.

## 5.3 DISPOSAL OF SURPLUS AND/OR WASTE MATERIAL

All surplus excavated material and/or all waste materials shall be disposed of outside of the floodplain in an area provided by the Contractor and approved by the Engineer.

The surfaces thereof shall be left in a neat and sightly condition and sloped to provide positive drainage. Compaction of the waste materials shall be required.

## 5.4 BLASTING FOR EXCAVATION

### A. General

Blasting may be done only to the depth, amount, and extent, and in such locations approved by the Engineer. Approval of the methods of blasting by the Engineer will not relieve the Contractor of his responsibility in blasting operation, and no payment will be made for any necessary extra excavation below or outside of the limit lines indicated on the drawings, or modifications thereof, due solely to injury caused by over-shooting, improper blasting, or carelessness on the part of the Contractor. All material thus removed shall be replaced by concrete when a concrete structure is to be placed upon or against such surface, or by compacted fill material when fill is to be placed thereon, at the expense of the Contractor and in a manner satisfactory to the Engineer. Extra fill is to be of the same type as that to be placed directly above it.

## B. Blasting Trench and/or Structure Excavation

The use of explosives or blasting material of any kind in trench excavation and/or the structure excavation shall be carried out by using not over one-half (1/2) pound of explosives (equivalent in strength to 40 percent dynamite) per cubic yard of material to be blasted and by shooting only a few holes simultaneously.

## C. Use of Explosives

The transportation, handling, storage, and use of dynamite and other explosives shall be directed and supervised by a person of proven experience and ability in blasting operation. All blasting operations shall be in accordance with applicable local, state, and federal laws. Before any explosives are brought on the job, permission to do so shall be obtained from the Engineer. All blasts shall be fired electrically with an electric blasting machine. Where detonating cord is used as a detonating agent, the detonation cord shall be fired with an electric blasting cap. Delay electric detonators shall be used for all delayed blasts. Blasting machines used for firing shall be known to be in good condition and of sufficient capacity to fire all charges. Rubber-covered or other adequately insulated copper wires in good condition shall be used for firing lines and shall have solid cores of appropriate gage. Sufficient firing lines shall be provided to permit the blaster to be located at a safe distance from the blast. Single conductor lead lines shall be used. All operations involving the handling or use of explosives shall be discontinued during approach of a thunderstorm or while it is in progress. Blasting operations in the proximity of overhead power lines, communication lines, or other structures shall not be carried on until the operator and/or Owner of such lines has been notified and precautionary measures deemed necessary have been taken. All holes loaded on a shift shall be fired on the same shift. The use of black powder is prohibited. Before any drilling operations in preparation for blasting are started, the Contractor shall furnish the Engineer a detailed plan of operations showing the method proposed for the prevention of damage. In order to assure adequate protection, such plan may be modified to meet the conditions that may develop.

## 5.5 SHEETING AND BRACING

Sheeting and bracing as may be required to safely support the sides of excavations while maintaining the required side slopes shall comply with the safety precautions as outlined in current and accepted safety manuals, such as "Associated General Contractors Manual of Accident Prevention in Construction". Where sheeting and bracing are necessary to prevent caving of the walls of excavations and to safeguard the workmen, the excavations shall be dug to such widths that proper allowance is made for the space occupied by the sheeting and bracing. The Contractor shall perform the additional excavation required and

furnish and put in place the necessary sheeting and bracing and shall remove the same as the excavation is filled, at his own expense.

#### 5.6 REMOVAL OF WATER

The Contractor shall construct and maintain all necessary channels, flumes, and/or other temporary diversion and protective works; shall furnish all materials required therefore; and shall furnish, install, maintain and operate all well points, casings, pumps and other equipment for dewatering the various parts of the work and for maintaining the foundations, trenches and other parts of the work free from water as required for constructing each part of the work. After having served their purpose, all temporary protective works shall be removed, or leveled, to give a slightly appearance and so as not to interfere in any way with the operation, usefulness or stability of the permanent structures.

#### 5.7 PROTECTION OF FINISHED STRUCTURE EXCAVATIONS

It shall be the Contractor's responsibility to maintain finished excavated foundation surfaces for the works in good condition until such time as the structures are placed on or against the surfaces.

#### 5.8 BORROW

Borrow excavation shall consist of and include the required excavation and proper utilization of approved materials obtained from designated areas when sufficient quantities of suitable materials are not available from other required excavation.

The control of excavation in any borrow area and the selection of materials therefrom shall at all times be as directed by the Engineer. On completion of excavation, all borrow pits shall be left in a neat and sightly condition. Unless otherwise approved by the Engineer, all borrow pits shall be so graded and dressed that water will readily drain therefrom, and away from all embankments, berms and structures. When shown on the drawings, terraces, or diversions shall be constructed to protect the slopes of the borrow areas from erosion and shall be considered a subsidiary of this specification.

### **6.0 STRUCTURE FOUNDATION FILL**

After clearing and stripping operations have been completed, all structure locations shall be proofrolled with a loaded pan or heavy pneumatic tired vehicle to densify upper soils and to locate possible areas which will require undercutting, removal and/or re-compaction. This operation shall be conducted under the surveillance of the Engineer.

#### 6.1 FILL MATERIAL APPROVAL

Before initiating filling operations, the Contractor shall receive approval of fill material by the Engineer. Several laboratory Proctor density tests shall be run on representative samples obtained from the proposed borrow material.

## 6.2 PLACEMENT OF FILLS

Where structures or other appurtenances are constructed on fill, the fill shall be placed in layers not over six (6") inches deep, as measured before compaction and be thoroughly compacted.

## 6.3 COMPACTION

Compaction may be obtained by use of a sheepsfoot roller or pneumatic-tired roller. Water shall be applied as directed to obtain close adhesion between layers and all parts of the material. Fill shall be compacted to a minimum of 95% of the Standard Proctor maximum dry density (ASTM Specifications D- 698). A minimum of two (2) compaction tests per each two (2') feet of fill on a structure location shall be run by an experienced soils engineering technician.

In order to prevent damage to existing structures, heavy construction equipment shall not be allowed to operate within approximately 8 feet horizontally of the existing structure exterior wall.

## **7.0 BACKFILLING AROUND STRUCTURES**

Only suitable material approved by the Engineer shall be used for backfilling around structures.

Backfilling around structures shall have material placed in layers of six (6") inch depth and compacted by pneumatic tools or other small equipment operated by hand. In no case shall the backfilling be allowed to obtain an elevation of one (1') foot above any other area. It shall be uniformly compacted throughout the structure depth. Any deviation shall be cause for the Engineer to require the material deposited to be removed and re-compacted at the Contractor's expense.

All backfilling shall be done in such a manner that the pipe or structure over or against which it is being placed will not be disturbed or injured. Any pipe or structure injured, damaged or moved from its proper line or grade during backfilling operations shall be removed or repaired to the satisfaction of the Engineer and then re-backfilled.

## **8.0 DAM EMBANKMENT (NOT APPLICABLE TO THIS PROJECT)**

One foot of material shall be stripped from the top of the existing embankment. This material shall be stockpiled for use as final cover. The surface of the embankment shall then be moistened and/or worked with a harrow, scarifier, or other suitable equipment to provide a satisfactory bonding surface for the additional fill. The surface condition must be approved by the Engineer prior to any fill being placed.

No fill material used in raising the embankment shall be dumped in place, but shall be distributed by blading or dozing in a manner that will insure placement so that voids, pockets, and bridging are held to a minimum. The hauling and placement equipment shall be routed over the area such that all areas receive approximately the same compactive effort. The fill shall be compacted such that in-place density checks indicate a soil dry density of at least 90 percent of the maximum value as determined by the standard Proctor density test. The embankment shall be raised in approximately horizontal lifts extending the entire length and width of the embankment. The thickness of the lifts before compaction shall not be more than eight (8) inches.

The stockpiled topsoil shall be uniformly spread over the raised embankment to ensure that the final surface is capable of being vegetated.

It is anticipated that sufficient material to reach the designated elevations and grades will be generated from the excavation necessary to construct the principal spillway and the cleaning of the emergency spillway. Should an insufficient supply of material be available from these two sources, the needed additional material will be obtained from the borrow area below the toe of the embankment designated on the Drawings. Borrow operations shall be conducted in accordance with 4.08 Borrow.

## **9.0 PRELOADING OF STRUCTURES**

All tanks shall be preloaded with water prior to making final pipe connections. Elevations of structures shall be monitored until settlement has virtually ceased.

## **10.0 BACKFILLING TRENCHES**

The backfill shall be in accordance with other applicable sections of these specifications.

## **11.0 FINISH GRADING**

Finish grading shall be to the finished elevations and grades shown, and shall be made to blend into conformation with remaining natural ground surfaces. All finish graded surfaces shall be left smooth and free to drain. Areas to be sown in grasses shall be prepared according to Section 02003. Excess materials shall be

spread and compacted as directed. Grading within the construction area and around the outside of building and structure lines shall be performed in a manner which will prevent accumulation of water within the area. Where necessary, or where shown, finish grading shall be extended to ensure that water will be directed to drainage ditches, and the site area left smooth and free from depressions holding water.

## **12.0 MAINTENANCE**

All excavated and filled areas for structures, trenches, fills, topsoil areas, embankments and channels shall be maintained by the Contractor in good condition at all times until final acceptance by the Owner. The Contractor shall maintain trench backfill at the original ground surface by periodically adding specified backfill material as necessary or when directed by the Engineer. Such maintenance shall be continued until final acceptance of the project.

## **13.0 PAYMENT**

Payment for all excavation and fill work shown on the Drawings and herein specified, that is required to complete the clearing, grubbing, site grading, roads, structural excavation, trench excavation, borrow excavation, backfill, sheeting, shoring, topsoil, crushed stone or gravel, drainage, pumping, embankment fills and any other excavation and fills required to complete the work as shown on the Drawings shall be included in the work to which it is subsidiary in the Bid Schedule and no measurement of the quantities will be made. The contours and elevations of the present ground are believed to be reasonably correct but are not guaranteed. The Contractor shall satisfy himself by actual examination of the site of work as to the existing elevations and contours and the amount of work required under this Section.

The cost of all initial soils inspections and testing shall be paid by the Owner. If compaction tests do not meet required values, the cost of additional testing as required by the Engineer shall be paid by the Contractor.

**END OF SECTION 02001**

## SECTION 02003

### SEEDING, MULCHING AND CLEANING UP

#### 1.0 GENERAL

The Work covered by this Specification consists of furnishing all materials, equipment, and labor for preparing the seedbed, fertilizing, seeding and mulching the disturbed areas as directed by the Engineer. This Specification also covers cleaning up and repairing damage.

The Engineer shall direct all areas to receive seeding and mulching. All areas receiving seeding and mulching shall have lime and fertilizer applied.

#### 2.0 MATERIALS

##### 2.1 LIME

Two tons of agricultural limestone per acre shall be required.

##### 2.2 FERTILIZER

A. Amounts. The following amounts of fertilizer are required per acre:

(1) Nitrogen (N)	60 lbs.
(2) Phosphorous (P205)	120 lbs.
(3) Potash	120 lbs.

B. Analysis. This requirement can be met by applying fertilizer having an analysis of 10-20-20 at the rate of 600 pounds per acre.

##### 2.3 SEED

The following amounts of pure live seed are required per acre:

(1) KY-31 Fescue	60 lbs.
(2) Perennial Ryegrass	25 lbs.
(3) Red Clover	10 lbs.

##### 2.4 MULCH

Mulch shall consist of wood fiber applied at a rate of 1600 pounds per acre, bituminous treated straw applied at a rate of 2000 pounds per acre or other mulch subject to the advance approval of the Engineer.

### **3.0 EXECUTION**

#### **3.1 TIME**

The seeding shall be completed within two weeks after completion of the work or as soon thereafter as conditions are favorable.

#### **3.2 PREPARATION OF SEEDBED**

- A. Application of Lime and Fertilizer. Immediately prior to seedbed preparation, the Contractor shall apply the agricultural lime and fertilizer uniformly over the area to be seeded.
- B. Mechanical Tillage. The seedbed shall be prepared by pulverizing and breaking up the soil to a minimum depth of two inches with a disk harrow, drag harrow, spike tooth harrow or similar tool. All rocks, clods, and undesirable material that would interfere with seeding operations shall be removed.

#### **3.3 SEEDING**

- A. Time. The seeding operations shall be performed immediately after, or as soon as practicable, after the seedbed has been prepared.
- B. Equipment. The seed shall be drilled or broadcast uniformly over the seedbed with regular approved type of equipment or method acceptable to the Engineer.
- C. Tillage. The seeded area shall be passed over with a harrow or cultipacker to help cover more seed and improve seedling establishment. Excessive tillage shall be avoided.

#### **3.4 MULCHING**

The approved mulch shall be applied uniformly over the seeded area at the rate required.

### **4.0 CLEANING UP**

4.1 After all construction work is complete, prior to final payment, all exposed areas shall be cleaned and left in a sightly manner.

4.2 All unused material shall be removed from the site. No burning will be allowed on the site.



## **5.0 HYDROSEEDING AND HYDROMULCHING**

The Contractor may hydroseed and hydromulch if the following requirements are met.

1. The individual seed quantities shall be increased by 20%.
2. The mulch shall be a processed hay or straw applied at a rate of 3/4 ton per acre with 80 lbs. per acre of an organic tackifier.
3. The hydroseeder slurry shall not be allowed to drop below a pH of 5.0.

## **6.0 MAINTENANCE AND WARRANTIES**

### **6.1 MAINTENANCE**

The Contractor shall be responsible for the maintenance of all work under this Section until final acceptance. Adequate protection of exposed slopes shall be provided at all times to prevent excessive erosion. No work will be accepted unless there is evidence of healthy growth and sufficient cover to prevent erosion.

### **6.2 WARRANTIES**

Work executed under this Section shall be guaranteed for one year with the guarantee beginning on the date of final acceptance of all work under this Contract. Any seeded areas of the site which are found to not have an adequate growth of cover during the guarantee period, shall be re-seeded as soon as weather conditions permit, at no cost to the Owner.

## **7.0 PAYMENT**

Payment for all re-vegetation work and cleanup shall be included in the work to which it is subsidiary in the Bid Schedule and no measurement of the quantities will be made.

**END OF SECTION 02003**



## **DIVISION 3: CONCRETE**



## SECTION 03400

### PRECAST CONCRETE

#### 1.0 GENERAL

##### 1.01 REFERENCES

- A. The following is a list of standards, which may be referenced in this Section:
1. American Concrete Institute (ACI): 304R, Guide for Measuring, Mixing, Transporting, and Placing Concrete.
  2. American Society for Testing and Materials (ASTM):
    - a. A36, Standard Specification for Structural Steel.
    - b. A416, Standard Specification for Steel Strand, Uncoated Seven-Wire for Prestressed Concrete.
    - c. C3 1, Standard Practice for Making and Curing Concrete Test Specimens in the Field.
  3. Precast/Prestressed Concrete Institute (PCI):
    - a. MNL-117, Manual for Quality Control for Plants and Production of Architectural Precast Concrete Products.
    - b. MNL- 120, Design Handbook for Precast and Prestressed Concrete, Third Edition.

##### 1.02 SUBMITTALS

A. Shop Drawings:

1. Sealer for Exterior Surfaces: Product data with mixing/application instructions.
2. Calculations and Technical Data: Proposed details and design calculations for stresses in all critical sections of precast members for all loading conditions including transportation, handling, and erection.

B. Quality Control Submittals:

1. For Precasting Manufacturers Not Listed in Article 1.03 QUALITY ASSURANCE, below:
  - a. Experience record on production of precast concrete as shown, with information on precasting plant that will indicate capability to satisfactorily perform the Work.
  - b. Evidence of current PCI plant certification.

- c. Complete list of precast prestressed structural work accomplished in past two (2) years, including:
  - 1) Type of structure.
  - 2) Name of owner.
  - 3) Address of completed work.
2. Certificate of Compliance: Certify admixtures and concrete do not contain calcium chloride.
3. Test Reports:
  - a. For precast manufacturer's concrete test cylinders.
  - b. Inspection of installed elements.

C. Erector Certification:

1. The precast erector shall be certified by a nationally recognized institute based on the quality control records of the erector in the categories suitable this particular application. Submit a copy of the current certification for Engineer's review and approval. At the completion of erection of precast elements, the erector shall submit to the Engineer, a certificate of compliance addressed to the building official stating that the work was performed in accordance with the approved construction documents and Change/Field Orders.

### 1.03 QUALITY ASSURANCE

A. Qualifications of Precasting Manufacturers:

1. Precast Concrete and Precast Prestressed Concrete: Product of manufacturer with three (3) years of experience producing precast concrete products of quality specified.
2. Precast Plant: PCI certified plant with current certification.
3. Precast Concrete Manufacturers with Apparent Capability to Meet These Specifications:
  - a. De-Am-Ron Building Systems, Owensboro, Kentucky.
  - b. Kentucky Precast of Lexington, Inc, Lexington, Kentucky.
  - c. Flexicore Systems, Inc., Huber Heights, Ohio.
4. Calculations signed and sealed by a Structural Engineer licensed in the same state as the Project.

B. Special Inspection (Kentucky Building Code 2002, Section 1704):

1. If special inspection is required, Owner will retain the services of a Special Inspector of Record, at his/her cost, to inspect all applicable Work under this Contract. The Contractor is responsible for providing safe access to all areas of Work under this Contract to be inspected at no additional cost to the Owner or his/her agents. No

concrete fabrication Work for the Project shall take place without written approval of the Special Inspector of Record (SIR). Any progression of Work without the approval of the SIR will be subject to demolition at the Contractor's expense.

2. The extent of special inspection to be performed is listed in Table 1704.4 of the Kentucky Building Code 2002 (KBC 2002).

C. Manufacturer Certification:

1. The precast plant shall be certified by the Prestressed Concrete Institute (PCI) in the categories appropriate for this particular Project. At the completion of casting operations, the precast manufacturer shall submit a certificate of compliance addressed to the building official(s) stating that the Work was performed in accordance with the approved construction documents and Change/Field Orders.
2. If the manufacturer is not certified by the PCI, Special Inspection of the precast plant shall be performed by the Engineer-approved Special Inspector according to Article 1704.2 of the KBC 2002 and the cost of special inspection shall be back-charged to the Contractor.

D. Erector Certification:

1. The precast erector shall be certified by a nationally recognized institute in the categories appropriate for this particular project. At the completion of erection of the precast elements, the erector shall submit a certificate of compliance addressed to the building official(s) stating that the Work was performed in accordance with the approved construction documents and Change/Field Orders.
2. If the Erector is not certified by a nationally recognized institute, Special Inspection of the erection of the precast shall be performed by the Engineer-approved Special Inspector according to Article 1704.3 of the KBC 2002 and the cost of Special Inspection shall be back-charged to the Contractor.

## **2.0 PRODUCTS**

### **2.01 MATERIALS**

A. Formwork:

1. One-piece, full length and without seams.
2. As specified in Section 03310 – CONCRETE WORK.

- B. Reinforcing Steel: As specified in Section 03002 – CONCRETE REINFORCEMENT.
- C. Cement: As specified in Section 03310 – CONCRETE WORK.
- D. Pre-tensioning Strands: Seven-wire, uncoated, stress relieved, ASTM A416, Grade 270.
- E. Aggregates: As specified in Section 03310 – CONCRETE WORK, for ¾-inch maximum size aggregate. Furnish of consistent quality, gradation, and color for precast architectural panels to produce uniformity of appearance in all panels.
- F. Admixtures: As specified in Section 03310 – CONCRETE WORK.
- G. Embedded Items:
  - 1. ASTM A36 steel.
  - 2. Anchor Studs: Headed anchor studs (HAS), deformed bar anchors (DBA), or threaded studs as manufactured by Nelson Stud Welding Co., Lorain, OH.
  - 3. Furnish inserts for lifting tilt-up walls, bolting stiffeners, attaching braces, and as otherwise required.
- H. Grout: Non-shrink, nonmetallic Type H grout as specified in Section 03600 - GROUT.
- I. Sealer for Exterior Surfaces:
  - 1. Silane Sealer: One-component penetrating sealer, hydrophilic (isopropyl alcohol as a carrier) with 40 percent active ingredients.
  - 2. Manufacturers:
    - a. Master Builders Co.
    - b. Euclid Chemical Co.
    - c. Approved equal
- J. All pre-cast and cast-in-place concrete that may be exposed to sanitary wastewater, or to gases produced by/from sanitary wastewater, shall be provided with XYPEX Admix C-5000 crystalline waterproofing additive as manufactured by Xypex Chemical Corporation, 13731 Mayfield Place, Richmond, British Columbia V6V 2G9, Telephone (800) 961-4477, or approved equal.
  - 1. Dosage shall be as recommended by the additive manufacturer for use in the specific concrete mix(es) provided on the Project,



exposed to aged domestic sewage, subject to approval by the Engineer.

2. There shall be no substitutions, unless authorized in writing by the Engineer.
3. Structures to be treated include all Portland cement concrete structures that may be exposed continuously to raw sewage, or gasses released from raw sewage; including, but not necessarily limited to, all lift station wet well chambers and top slabs, lift station valve pits and top slabs, diversion chambers and top slabs, sanitary manholes including top cones, air/vacuum valve pits and top slabs, and all reinforced concrete pipe.
4. Concrete in structures that may be only infrequently exposed to minor sewage spills (i.e. operating deck, flow meter pit, etc.) is not required to include the waterproofing additive.

## 2.02 CONCRETE MIX

- A. As specified in Section 03310 – CONCRETE WORK, except as hereinafter modified.
- B. Design Strength: 5,000 psi at 28 days.
- C. Water/Cement Ratio: 0.38 maximum.

## 2.03 DESIGN REQUIREMENTS

- A. Structural Precast and Prestressed Members:
  1. Meet applicable sections of PCI MNL-120.
  2. Design for spans and superimposed live and dead loads shown plus dead loads of members.
- B. Prestressed Members:
  1. Calculated tension at full service loads shall not exceed six times the square root of design strength except that in wet or corrosive service conditions and in walkway elements exposed to exterior weather conditions the calculated tension due to live load and dead load shall not exceed zero.
  2. Limit long-term camber growth to span length divided by 360.

## 2.04 FABRICATION

- A. General:
  1. Comply with PCI MNL- 117.

2. Reinforcing Steel and Pretensioning Strands:
  - a. Place in position before concrete is cast.
  - b. Keep clean and free from form oil or other substances harmful to bond.
3. Pre-tensioning Force, if used: Determine by elongation and by gauge pressure.
  - a. Method: Meet requirements of Prestressed Concrete Institute.
4. Forms: Produce smooth surfaces.
5. Concrete: Deposit, vibrate, finish, and cure in accordance with recommended practices of ACI 304R. Steam curing is permitted.
6. Release Strength for Pretensioning Method: Minimum 4,000 psi, unless otherwise approved.
7. Coordinate dimensions, determine type, quantity, size, and location of, and furnish necessary embedded items in precast concrete. Coordinate location of embedded items in cast-in-place concrete necessary to connect precast items.

B. Surface Finish for Precast Structural Units: Furnish concrete finish, as specified in Section 03300 - CAST-IN-PLACE CONCRETE, to additional concrete field placed on precast units.

1. Other Surfaces: Smooth screeded finishes, unless otherwise shown.

C. Sealer:

1. Apply to exterior surfaces exposed to weather at precast plant site in accordance with manufacturer's instructions.
2. Protect surface until installed in the Work.
3. Repair damage as approved by manufacturer.

## 2.05 SOURCE QUALITY CONTROL

A. Prepare minimum three standard concrete test cylinders for each fifty (50) cubic yards, or fraction thereof, of concrete placed in the precast Work in accordance with ASTM C31.

B. Test and record concrete strengths.

## 3.0 **EXECUTION**

### 3.01 ERECTION

A. Verify that anchorage inserts are in correct locations.

- B. Handle and erect precast concrete with care as recommended by manufacturer.
- C. Erect precast units plumb, straight, level, square, and in proper alignment.
- D. Fasten units securely in place and brace to maintain position, stability, and alignment until permanently connected and structure is complete and stable.
- E. Field Cutting: Not allowed without prior approval of Engineer.

### 3.02 PATCHING

- A. Mix and place patching mixture to match color and texture of surrounding concrete and to minimize shrinkage.
- B. Demonstrate patching method and obtain acceptance and approval.

### 3.03 CLEANING

- A. After installation, clean soiled precast concrete surfaces with detergent and water, using fiber brush and sponge.
- B. Use acid solution only to clean particularly stubborn stains after more conservative methods have been tried unsuccessfully.
- C. Use extreme care to prevent damage to precast concrete surfaces and to adjacent materials.
- D. Rinse thoroughly with clean water immediately after using cleaner.

### 3.04 FIELD QUALITY CONTROL

- A. Inspection:
  - 1. With Engineer, inspect precast structural elements for chips, cracks, discoloration, and other damage.
  - 2. Compare every element to approved sample panel and finish sample panel.
  - 3. Record location and condition of damaged or nonmatching panels.
- B. Resolution:
  - 1. Repair damage to satisfaction of Engineer and Owner.

2. Remove elements with damage or repairs not acceptable to Engineer.
3. Install new acceptable elements in place of those removed.
4. Perform reinspection and obtain acceptance by Engineer.

### 3.05 PROTECTION

- A. Protect precast units from chipping, spalling, cracking or other damage to the units after delivery to the site.
- B. After erection, protect units from damage.

### **4.0 PAYMENT**

No separate measurements or payment will be made for precast concrete units. Payment for this Work shall be included in the Bid Price of the Bid Item to which it is most subsidiary.

**END OF SECTION 03400**

## **DIVISION 5: METALS**



## SECTION 05003

### MISCELLANEOUS METALS

#### 1.0 GENERAL

The Contractor shall furnish all labor, materials, equipment and services necessary for fabrication and erection of all miscellaneous steel angles, beams, plates and channels as shown on the Drawings and specified herein and not specifically included under other sections of these Specifications.

#### 1.1 QUALITY ASSURANCE STANDARDS

A. Codes and Standards: All work shall comply with provisions of following, except as otherwise indicated:

1. AISC "Code of Standard Practice for Steel Buildings and Bridges".
2. Paragraph 4.2.1 of the above code is hereby modified by deletion of the following sentence: "This approval constitutes the owner's acceptance of all responsibility for the design adequacy of any connections designed by the fabricator as a part of his preparation of these shop drawings."
3. AISC "Specifications for the Design, Fabrication, and Erection of Structural Steel for Buildings", including "Commentary" and Supplements thereto as issued.
4. AISC "Specifications for Structural Joints using ASTM A 325 or A 490 Bolts" approved by the Research Council on Riveted and Bolted Structural Joints of the Engineering Foundation.
5. AWS D1.1 "Structural Welding Code".
6. ASTM A 6 "General Requirements for Delivery of Rolled Steel Plates, Shapes, Sheet Piling and Bars for Structural Use".

B. Qualifications for Welding Work: Qualify welding processes and welding operators in accordance with AWS "Standard Qualification Procedure".

1. Provide certification that welders to be employed in work have satisfactorily passed AWS qualification tests.
  - a) If recertification of welders is required, retesting will be Contractor's responsibility.

## 1.2 SUBMITTALS

Shop drawings, giving complete information necessary for fabrication, layout and installation of all metal work, shall be submitted to the Engineer for approval prior to fabrication.

The preparation of shop drawings for fabricated metal items shall be coordinated by the Contractor with the manufacturers of various equipment in order to comply with details, locations, openings, etc. required by the manufacturers.

Field measurements shall be made to verify all dimensions in the field, which may affect installation of work before shop drawings are made and/or fabrication is performed.

## 2.0 **MATERIALS**

### 2.1 STRUCTURAL METALS

2.1.1 Steel wide flange shapes shall conform to the requirements of ASTM A992, grade 50. All other shapes, plates and bars shall be ASTM A36, or ASTM A572, grade 50. (Non-exposed and interior)

2.1.2 Aluminum shall conform to the requirements of ASTM B209, alloy 6061-T6.

### 2.2 ANCHORAGE ITEMS

The Contractor shall furnish all bolts, nuts, shims, pins, screws, straps, nails and other anchors, which may be required by the Drawings or job conditions, to secure all items permanently in place, whether or not specifically called for or shown on the Drawings.

## 3.0 **EXECUTION**

### 3.1 FABRICATION AND INSTALLATION OF METAL WORK

All metal items shall be accurately fabricated and erected with exposed joints close fitting. All joints shall be of such character and so assembled that they will be as strong and rigid as adjoining sections. Joints shall be located where least conspicuous. Items shall have smooth finished surfaces except where otherwise shown or specified.

Where welding is required or permitted, it shall conform to the requirements for shielding metal arc welding of the Standard Code for Arc and Gas Welding in Building Construction of the American Welding Society. Shop drawings shall show welding and shall indicate the size, length, spacing and type of welds.



Joints required to be welded shall be continuously welded or spot-welded as specified and face of welds dressed flush and smooth where exposed to view.

Members or parts to be built in with masonry or concrete shall be in a form affording a suitable anchorage or shall be provided with approved anchors, expansion shields or other approved means of securing members.

Ferrous and non-ferrous metals shall be insulated at all contacts with felt washers, strips or sheets, bitumastic paints, or other approved means.

3.1.1 All required anchors, couplings, bolts, and nuts required to support miscellaneous metal work shall be furnished and installed as required.

3.1.2 Weights of connections and accessories shall be adequate to safely sustain and withstand stresses and strains to which they will be normally subjected.

3.1.3 Connections shall be bolted except where welding is called for in the Drawings. Bolts shall have a minimum of 1/2-inch diameter unless noted or required otherwise.

3.1.4 Accurately place all miscellaneous metal items in the locations and to the required elevations.

3.1.5 Adequately brace any items which are cast in concrete masonry work.

3.1.6 Use concealed anchors wherever possible.

## 3.2 CLEANING

Remove and properly dispose of all debris and litter; leave the work area in a clean condition.

**END OF SECTION 05003**



## SECTION 05005

### METAL ACCESS HATCH

#### 1.0 GENERAL

##### 1.01 DESCRIPTION OF WORK

This Section of the Specifications shall include the furnishing of all materials, equipment, and labor necessary for the complete installation of access doors in sizes and locations shown on the Drawings and described in these Specifications.

##### 1.02 SUBMITTALS

- A. Refer to the General Specifications of the Contract Documents.
- B. Shop Drawings
  - 1. Shop Drawings shall include fabrication, assembly, foundation and installation drawings along with detailed specifications and data covering materials, parts and accessories used.
  - 2. Shop Drawings shall include recommendations for maintenance and cleaning methods and precautions for use of materials, which may be detrimental to, finishes when improperly applied.

#### 2.0 PRODUCT

##### 2.01 ALUMINUM ACCESS HATCH

- A. Locations and sizes shall be as shown on the Drawings. Furnish and install access frames and covers complete with hinge and flush locking mechanism and shall be as manufactured by U.S. Foundry, Bilco or approved equal. Door leaf shall be 1/4" aluminum, diamond pattern plate of skid proof design to withstand a live load of 300 pounds per square foot. Frame shall be 1/4" extruded aluminum with built-in neoprene cushion and with strap anchors bolted to exterior. Channel frames shall be 1/4" aluminum with an anchor flange around the perimeter. Doors shall be equipped with heavy forged brass hinges, stainless steel pins, spring operators for easy operation and an automatic hold-open arm with release handle. A snap lock with removable handle shall be provided. Hardware shall be cadmium plated and factory finish shall be mill finish with bituminous coating applied to exterior of frame. Channel frames shall be used in installations where the access door leads to electrical equipment or

where a watertight installation is needed. It shall be the responsibility of the Contractor to daylight the channel frame's drain.

- B. Installation shall be in accordance with manufacturer's instructions. Manufacturer shall guarantee against defects in material or workmanship for a period of five (5) years.
- C. Access hatches differing from that as specified above shall be as described on the Drawings. This shall apply to special hatches designed for heavier loadings, gas-tight hatches, bolt-down hatches, etc.
- D. Safety Gate: Access hatches scheduled to be installed with a safety grate (or net) assembly shall be designed and configured to accommodate the specified safety grate (or net), including the full range of operation of both the hatch and grate (net), as specified by the respective equipment manufacturer. It is the Contractor's responsibility to coordinate the materials, equipment and installation of the hatch and grate (net) to provide safe operation and unimpeded access to the interior of the subject chamber.

### **3.0 EXECUTION**

#### **3.01 DELIVERY AND STORAGE**

- A. All deliveries and shipments shall be accompanied by a shipping list, bill of lading and invoice, which describe all items in the lot. All items shall be inspected and marked as listed on the invoice.
- B. Store all materials on clean surfaces and protect from weather. Leave protective coatings intact until materials have been accepted and installed.
- C. The Contractor shall be responsible for carefully handling all materials during fabrication, loading, transit, unloading, and storage at the site and during installation.

#### **3.02 INSTALLATION**

All hatches shall be installed in accordance with the manufacturer's written instructions.

#### **3.03 ADJUSTMENT AND CLEANING**

- A. Final Adjustment

1. Remove and replace any defective materials or workmanship including dented or bent materials.

B. Cleaning and Touch-up

1. Wash thoroughly with clean water and soap, and rinse with clean water.
2. Any damaged areas of finish shall be touched up in accordance with the manufacturer's written instructions for eliminating all evidence of repair.

**4.0 PAYMENT**

Cost shall be included in the Work to which it is subsidiary. No separate measurement and payment will be made.

**END OF SECTION 05005**



## **DIVISION 11: EQUIPMENT**





## **SECTION 11900**

### **INTEGRATION OF TELEMETRY CONTROLS**

#### **1.0 GENERAL**

This specification section is to clarify the Contractor's responsibility regarding the telemetry controls.

#### **2.0 INTEGRATION OF TELEMETRY CONTROLS**

Southeastern Water Association uses High Tide Technologies, Inc. as their telemetry provider. The Water Association will be responsible for furnishing all telemetry facilities required for the operational control of the tank, alarms, data acquisition and integration within the current SCADA system.

Contractor shall contact High Tide Technologies, Inc. to determine all conduit, wiring, and wiring terminations required for a complete and operable SCADA system. Contractor shall be responsible for providing all the conduit, wiring and wiring terminations indicated on the Drawings.

#### **3.0 WATER STORAGE TANK START-UP**

The Water Association and the telemetry provider will be present during water storage tank start-up to coordinate the telemetry equipment operation with the operational elements of the water storage tank.

**END OF SECTION 11900**



## **DIVISION 13: SPECIAL CONSTRUCTION**



## SECTION 13104

### YARD PIPING AND VALVES

#### 1.0 GENERAL

##### 1.1 SCOPE OF WORK

Provide all labor, materials, equipment and services required for furnishing and installing all yard piping and appurtenances specified herein.

#### 2.0 PRODUCTS

##### 2.1 DUCTILE IRON PIPE

Ductile iron pipe shall conform to AWWA C151, (ANSI A21.51), Class 350, with push-on or mechanical joints.

The interior of the pipe shall be cement-mortar lined with bituminous seal coat in accordance with AWWA C104 (ANSI A21.4). Thickness of the lining shall be set forth in Section 4.10.1 of the aforementioned specification unless otherwise directed by the Engineer. The exterior of all pipe, unless otherwise specified, shall receive either coal tar or asphalt base coating a minimum of 1 mil thick.

Each piece of pipe shall bear the manufacturer's name or trademark, the year in which it was produced and the letters "DI" or the word "DUCTILE". Pipe manufacturer shall furnish notarized certificate of compliance to the above AWWA or ANSI specifications.

Fittings shall be 350 psi rated (through 24" size) ductile iron in accordance with AWWA C110 (ANSI A 21.10) and shall conform to the details and dimensions shown therein. Fittings shall have mechanical joints meeting the requirements of AWWA C111 (ANSI A 21.11). Fittings shall have the same interior cement-mortar lining and exterior coating as specified for the pipe.

Joints shall be of the mechanical joint type conforming to AWWA C111 (ANSI A21-11). Mechanical joints shall be bolted and of the stuffing box type and shall consist of a bell, with exterior flange and interior recess for sealing gasket, a pipe or fitting plain end, a sealing gasket, a follower gland, tee-head bolts and hexagon nuts. Below floor slabs and on all high pressure lines, the mechanical joints shall also be fitted with retainer glands.

The cleaning and assembly of pipe and fitting joints shall be in accordance with the manufacturer's recommendations.

## 2.2 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS

Polyvinyl chloride plastic pipe shall be Class 200 (SDR 21) pressure rated pipe. All PVC pipe shall conform to the latest revisions of the following:

ASTM Specification D2241

Department of Commerce PS22-70 (SDR-PR) (pressure rate pipe)

National Sanitation Foundation (NSF) Testing Laboratories

Standard Dimensional Ratio SDR-21 (200 psi)

Health Properties - The seal of the National Sanitation Foundation Testing Laboratory must appear on each pipe.

Cast or ductile iron mechanical joint or push-on type fittings shall be used with PVC pipe.

Adapters or specials shall be furnished, as required, to connect the plastic pipe to the cast iron mechanical joint valves, fittings and pipe.

Jointing material shall be non-toxic. Joints shall be made with the use of rubber gasket couplings. Couplings shall be supplied with the pipe (not a pay item).

Pipe and fittings shall be visually inspected on the project site for proper markings which shall include manufacturer's name or trademark, nominal pipe size, class pressure rating for water at 73.4°F, plastic pipe material designation (e.g. PVC 1120), ASTM Designation D2241 and the NSF Logo.

## 2.3 POST HYDRANTS

Post hydrants shall be Dresser/M & H Style 133 or equal. Hydrants shall be 2-1/4" post type designed for 150 PSI working pressure. Hydrants shall have 3-9 inch mechanical joint bottom connection and 1-1/2" hose nozzle with cap and cap chain.

## 2.4 FIRE HYDRANTS

The Contractor shall furnish and install fire hydrants where shown on the Drawings or directed by the Engineer.

## 2.5 BUTTERFLY VALVES

Butterfly valves shall conform to the specifications of Section 13500 except be designed for buried service, have mechanical joint ends, have all exterior surfaces shop painted with two coats of Fed. Spec. TT-V-51F Asphalt Varnish, with 2-inch square AWWA Class 150B nut operator in a vertical position for use in a valve box.

## 2.6 GATE VALVES

Gate Valves shall conform to the specifications of Section 13500 except be designed for buried service, have mechanical joint ends, have all exterior surfaces shop painted with two coats of Fed. Spec. TT-V-51F Asphalt Varnish, with 2-inch square nut operator in a vertical position for use in a valve box.

## 2.7 FLAP VALVES

Flap valves shall be flanged (or other suitable connection for headwall mounting), iron body, bronze mounted, Mueller A-2540-6, M & H Style 47-02, Clow F-3012 or equal.

## 2.8 PLUG VALVES

Plug valves shall conform to the specifications of Section 13500 except be designed for buried service; have mechanical joint ends; have all exterior surfaces shop painted with two coats of Fed. Spec. TTV-51F Asphalt varnish, with 2-inch square nut operator in a vertical position for use in a valve box.

## 2.9 VALVE BOXES

Valve boxes shall be of 5-1/4 inch standard cast iron, two-piece, screw type valve box with drop cover marked "WATER", "SEWER", "DRAIN", as applicable. Valve boxes shall be accurately centered over valve operating nut, and backfill thoroughly tamped about them. Valve box bases shall not rest on the valves but shall be supported on crushed stone fill. They shall be set vertically and properly cut and/or adjusted so that the tops of boxes will be at grade in any paving, walk or road surface, and 2 to 3 inches above ground in grass plots, fields, woods or other open terrain. In grass areas, provide concrete pad around valve box; slightly crown in all directions to shed water.

## **3.0 EXECUTION**

### 3.1 LINES AND GRADES

The Contractor will be required to accomplish any detailed layout, including that required for establishing the grade of the pipeline.

### 3.2 TRENCH EXCAVATION

3.2.1 General. The Contractor shall include in his bid, all trenching necessary for installation of all pipelines as planned and specified. Trenching shall include all clearing and grubbing, including all weeds, briars, small trees, stumps, etc. encountered in the trenching. The Contractor shall dispose of any such material by burning, burial, or hauling away (or as noted on the drawings), at no extra cost

to the Owner. It shall be the Contractor's responsibility to notify the appropriate State and local Air Pollution Control agencies when he conducts open burning of refuse.

The Contractor shall protect existing facilities against danger or damage while pipeline is being constructed and backfilled, or from damage due to settlement of this backfill. In case of damage to any existing structures, repair and restoration shall be made at once and backfill shall not be replaced until this is done. In all cases, restoration and repair shall be such that the damaged structures will be in as good condition and serve its purpose as completely as before and such restoration and repair shall be done without extra cost to the Owner. The use of trench- digging machinery will be permitted except where its operations will cause damage to trees, buildings or existing structures above or below the ground. At such locations hand methods shall be employed to avoid such damage. All excavated material shall be piled in a manner that will not endanger the work or cause obstruction.

All excavation shall be open trenches, except where the drawings call for tunneling, boring, or jacking under structures, railroads, sidewalks and roads.

**3.2.2 Clearing.** The Contractor shall accomplish all clearing and/or grubbing as required for the construction under this contract. Clearing and grubbing shall include the cutting and removal of trees, stumps, brush, roots, logs, fences and other loose or projecting material and natural obstructions which, in the opinion of the Engineer, must be removed to properly prosecute the construction and operate the facilities upon completion of construction. Trees, unless designated otherwise on the plans, shall remain and be properly protected. Ornamental shrubs, plantings, fences, walls, etc. shall be removed and replanted or replaced or protected from the construction activity. Clearing and/or grubbing shall be incidental to the various bid items and no additional compensation will be paid for same.

**3.2.3 Trench Depth.** Trenches shall be excavated to the line and grade required for the installation of pipe at the elevations indicated on the plans. The minimum depth of cover shall be 30 inches above the top of the pipe, unless shown otherwise on the plans or on the Standard Details. When the pipe is laying in or on solid rock, the minimum depth of cover shall also be 30 inches above the top of the pipe. No additional compensation will be made for extra depth where required by the plans or due to Contractor error. Excavation, except as required for exploration, shall not begin until the proposed work has been staked out. Materials which are not required for backfill and site grading shall be removed and disposed of as directed by the Engineer. Hauling, bedding, and backfilling shall be considered incidental to the various bid items and will not be paid for directly. Excavation shall be of sufficient depth to allow the piping to be laid on the standard pipe bedding in accordance with the Section 6 of this section. The trenches shall be excavated to a minimum of six inches (6") below



the bottom of the pipe barrel in rock. In all cases where lines are under traffic a minimum cover of forty-two inches (42") shall be provided. Should it be necessary to avoid existing utilities, culverts, outlets, or other structures, the water line shall be carried deeper at no additional expense to the Owner.

Where the plans call for extra trench depth, this extra depth shall be provided at no extra cost.

3.2.4 Trench Width. Trench widths shall exceed the minimum width that will provide free working space on each side of the pipe and to permit proper backfilling around the pipe as shown in the accompanying table and unless specifically authorized by the Engineer, shall not be excavated to wider than two feet (2') plus the nominal diameter of the pipe at the top of the trench. Before laying the pipe, the trench shall be opened far enough ahead to reveal any obstruction that may necessitate changing the line and grade of the pipe. Should the Contractor fail to accomplish this, and changes are required, they shall be at his sole expense. In rock, all ledge rocks, boulders and large stones shall be removed to provide six inches (6") of clearance on each side and below all pipe and fittings.

MINIMUM TRENCH WIDTH  
IN EARTH AND PAY WIDTH  
FOR ROCK EXCAVATION

Size	Width	Size	Width
Up to 4" Pipe	1'-6"	16" Pipe	2'-8"
6" Pipe	2'-0"	18" Pipe	3'-0"
8" Pipe	2'-0"	20" Pipe	3'-2"
10" Pipe	2'-4"	24" Pipe	3'-8"
12" Pipe	2'-6"		
14" Pipe	2'-6"		

3.2.5 Shoring, Sheet piling, and Bracing of Excavation. Where unstable material is encountered, or where the depth of the excavation in earth exceeds five feet (5'), the sides of the trench or excavation shall be supported by substantial sheet piling, bracing, or shoring. The design and installation of all sheet piling, sheet piling, bracing or shoring shall be based on computations of pressure exerted by the materials to be retained under retaining conditions. Adequate and proper shoring of all excavations will be the entire responsibility of the Contractor. The Standards of the Federal Occupational Safety and Health Act and the Kentucky Department of Labor shall be followed.

3.2.6 Removal of Water. The Contractor shall provide for adequate removal of all water and the prevention of surface water from entering the excavation. The Contractor shall maintain dry conditions within the excavations until the backfill is

placed. No additional compensation will be paid for replacement and/or stabilization of prepared excavations due to flooding and/or deterioration from extended exposure. All water pumped or drained from the excavation shall be disposed of in a suitable manner without damage to adjacent property or to other work under construction.

3.2.7 Pavement Removal. Pavement removal shall be as indicated on the plans or directed by the Engineer. When so required, or when directed by the Engineer, only one-half (1/2) of the street crossings or road crossings shall be excavated before placing temporary bridges over the side excavated, for the convenience of the traveling public. All backfilled ditches shall be maintained in such a manner that they will offer no hazard to the passage of traffic. The convenience of the traveling public and the property Owners abutting the improvements shall be taken into consideration. All public or private drives shall be promptly backfilled or bridged at the direction of the Engineer. Pavement replacement shall be in accordance with Standard Drawings of these specifications. Excavated materials shall be disposed of so as to cause the least interference and in every case the disposition of excavated materials shall be satisfactory to the Engineer.

3.2.8 Traffic Maintenance. The Contractor must "red light" and guard all open trenches or obstructions placed on the streets or sidewalks. The lights must be burning from sunset to sunrise in order to effectually warn and safeguard the public against dangers connected with open trenches, excavations and other obstructions. The Contractor shall be held responsible for any damage that may occur to persons or property by reason of the failure of the Contractor to properly "red light" and guard all open trenches or obstructions along the routes of the water lines. This Contractor at his own expense shall also maintain warning signs, barricades and a watchmen or flagmen to control traffic at such times as his work would interfere with the flow of traffic. No excavation shall begin that may present a safety hazard unless the signs, barricades, lights, etc. are available to protect the open excavation at the conclusion of the day. The Contractor will comply with all Federal and State Occupational Safety and Health requirements for this type of construction. The Contractor shall also comply with all local and Kentucky Department of Highways requirements for signing and traffic control.

3.2.9 Line Location. The location of pipelines and their appurtenances as shown are those intended for the final construction. However, conditions may present themselves before construction on any line is started that would indicate desirable changes in location. In such cases, the Owner reserves the right to make reasonable changes in line and structure locations without extra cost, except as may be determined by extra units of materials and construction actually involved. The Owner is under no obligation to locate pipelines so they can be excavated by machine.

3.2.10 Solid Rock Excavation. No extra payment will be made for rock excavation. Cost shall be included in the work to which it is subsidiary.

### 3.3 BEDDING OF PIPELINE

In all cases the foundation for pipe shall be prepared so that the entire load of the backfill on top of the pipe will be carried uniformly on the barrel of the pipe. The bells of the pipe shall not carry any of the load of the backfill. The Contractor should refer to the Standard Details for pipe bedding shown in the plans. The bedding specifications shall govern the backfill from the bottom of the trench up to the centerline or spring line of the pipe.

3.3.1 STABLE EARTH FOUNDATION. On all galvanized or copper lines, the Contractor may use either the "solid trench bottom method" or the "undercutting method" as shown in the Standard Details. The solid trench bottom method allows support of the pipe barrel by the trench bottom with holes dug out for the bells. The bottom must be leveled with soil and free of irregularities. The undercutting method calls for 4 inches of excavation below the barrel and then refill with evenly spread earth cushion or other standard bedding.

On all PVC pipelines, the trench bottoms shall be smooth and free of frozen material, clodded dirt and stones over 1/2" diameter. Bottom dirt left by trenching equipment will usually provide adequate material to level the trench bottom and provide bedding support for the pipe barrel. If the trench bottom is free of dirt, soft material may be shoveled off the side walls or shoveled under the pipe to insure proper pipe barrel bedding. In areas where the trench bottom is hard, a layer of soft backfill must be provided to ensure the pipe barrel is properly cushioned. See the plans for proper bedding material depth.

If the foundation is good firm earth the pipe may be laid directly on the undisturbed earth provided the pipe barrel is supported for its full length.

Bedding of No. 9 stone, fine gravel, sand or compacted finely graded select earth shall be used to correct irregularities in the subgrade. Where bell and spigot is involved, bell holes shall be excavated to prevent the bells from being supported on undisturbed earth.

As an alternative to the above method, excavation in earth may be undercut to a depth below the required invert elevation that will permit laying the pipe on a bed of granular material or finely graded select earth to provide continuous support for the pipe barrel. Bedding depth shall be as shown on the plans. All ductile iron pipe will be installed using the undercutting method and a crushed stone or clean earth refill bedding in accordance with the Standard Details. The bedding is not a separate pay item and shall be included as incidental expense in the unit price for the pipe bid per foot of pipe or lump sum cost for the item to which it is subsidiary.

3.3.2 TRENCHES IN ROCK. All installation in rock will utilize the undercutting method. Bedding will be with 6 inches crushed stone as shown in the Standard Details. The only exception to this will be with PVC, copper, or galvanized iron pipe 4 inches in diameter or smaller. These may be bedded on 6 inches of evenly spread earth backfill.

3.3.3 UNSTABLE TRENCHES. If unstable material is encountered which may not provide a suitable foundation for the pipe, the unstable material will be removed and an adequate layer of encasement concrete or other special bedding shall be placed for the pipe foundation in accordance with the Standard Details in the plans. Such "special pipe foundation" shall only be installed if directed by the Engineer in writing or on the plans. This special pipe foundation shall be considered a pay item and shall be paid for at the unit contract price for the type of bedding required.

### 3.4 PIPE LAYING

3.4.1 GENERAL. Proper instruments, tools and facilities satisfactory to the Engineer shall be provided and used by the Contractor for the safe and convenient prosecution of the work. Each pipe manufacturer shall have an experienced representative on the job for at least one day at the commencement of jointing and laying operations.

Before any length of pipe is placed in the trench, a careful inspection shall be made of the interior of the pipe to see that no foreign material is in the pipe. In order to properly remove any foreign materials, a swab of necessary length is to be available at all times.

All pipe shall be lowered carefully into the trench, properly aligned and properly jointed by use of suitable tools and equipment, in such a manner as to prevent damage to water line materials and protective coatings and linings. Excessive scratching of the exterior surface of the pipe will be cause for rejection of the pipe.

Under no circumstances shall pipeline materials be dropped or dumped into the trench. The pipe and fittings shall also be inspected for the purpose of determining if they are sound and free from cracks. Laying of pipe shall be commenced immediately after excavation is started. Pipe shall be laid with bell ends facing in the direction of laying.

When pipe laying is not in progress, the open ends of pipe shall be closed by approved means to prevent entrance of trench water into the line. Whenever water is excluded from the interior of the pipe, adequate backfill shall be deposited on the pipe to prevent floating. Any pipe which has floated shall be removed from the trench and re-laid as directed by the Engineer. No pipe shall

be laid in water or on frozen trench bottom, or whenever the trench conditions or the weather are unsuitable for such work.

If any defective pipe and fittings shall be discovered after the pipeline is laid, they shall be removed and replaced with a satisfactory pipe or fitting without additional charge to the Owner. Open ends of unfinished pipelines shall be securely plugged or closed at the end of each day's work or when the line is left temporarily at any other time.

**3.4.2 LAYING DUCTILE IRON PIPE.** Ductile iron bolted joint, rubber ring slip joint, and ball and socket river crossing pipe shall first be thoroughly cleaned at joints, then joined according to instructions and with tools recommended by the manufacturer. Three (3) copies of instructions shall be furnished the Engineer and one (1) copy shall be available at all times at the site of the work. The lining inside ductile iron pipe must not be damaged by handling.

All pipes must be forced and held together, or "homed" at the joints, before sealing or bolting. Pipe must be aligned as each joint is placed, so as to present as nearly true, straight lines and grades as is practical, and all curves and changes in grades must be laid in such a manner that the manufacturer's recommended maximum deflection is not exceeded at any joint.

Cutting of pipe may be done by wheeled pipe cutters or saws, or by hammer and chisel, as the Contractor may elect, but the Contractor will be held responsible for breakage or damage caused by careless cutting or handling.

Ductile iron pipe shall be laid in accordance with Standard ANSI/AWWA C150/A21.50 Laying Conditions, Type 3 as shown in the Standard Drawings in these Specifications. Six inches (6") crushed stone bedding shall be used in rock. Sufficient space (limited to 2 feet longitudinally) shall be left out of 4 or 6 inch cushion for tightening of bolts where bolted joints are used. No pipe shall be laid resting on rock, blocking, or other unyielding objects. Jointing before placing in trench, and subsequent lowering of more than one section jointed together may be allowed, subject to the Engineer's approval and direction.

When using pipe with push-on joints care must be exercised to make certain that the correct gasket is being used for the type of joint installed and that the gasket faces the proper direction. Before inserting the gasket, the groove and bell socket should be carefully cleaned of all dirt. If sand or dirt is permitted to remain in the groove, leaks may occur. Lubricant must be applied to bell socket, gasket and plain- end of pipe as required by manufacturer. Plain-end must be beveled before joint is made. Deflection required at the joint shall be obtained after the joint is made.

Cut pieces of ductile iron pipe 18 inches or more in length, shall be used in fitting to special conditions, and valves and fitting changes in grade and alignment,

provided cutting is even enough to make first class joints and no cracks are evident.

**3.4.3 LAYING PLASTIC PIPE.** The trench bottom must be smooth and uniform and the alignment must conform to the plans. Bedding and cover as specified herein and shown in the Standard Details is required.

To make a clean and unobstructed joint, it is necessary to wipe the ring, groove and pipe spigot free from all foreign materials at the time of assembly (welded joints will be allowed only in special cases and will be required as shown on the plans). The ring must be positioned properly in the fitting to receive the pipe by a worker who is not in contact with the lubricant. In general, the lubricant is applied to the spigot (not the ring or groove). However, the manufacturer's instructions are to be followed in all cases. Only an approved lubricant may be used in accordance with the manufacturer's recommendations. All plastic pipe shall be joined by hand.

Where good bedding conditions are attained PVC pipe smaller than 4 inches may be assembled outside the trench in longer sections (as conditions allow) and then lowered into the trench. At any time when improper bedding is discovered or the pipe is severely deflected the pipe will be removed from the trench and the condition corrected. Pipe in sizes 4 inch and above may be assembled outside the trench but must be lowered into the trench as each joint is assembled. Regardless of installation methods all couplings must be inspected after laying in trench for proper insertion and alignment. Field cuts and bevels will be allowed in accordance with the manufacturer's recommendations for these operations. A new reference mark shall be installed before joining any field cut pipe. The same requirements for clearance from rock or other objects, thrust blocking and deflections shall apply to PVC pipe as for other pipe materials.

Municipal PVC pipe of all sizes must be assembled in the trench in strict accordance with the manufacturer's requirements.

### **3.5 BACKFILLING**

Backfilling must be started as soon as practicable after pipe has been laid and joints hardened sufficiently, and jointing and alignment approved. Spading of crushed rock, sand, or mechanical tamping of earth, around pipe (as specifically required) between joints shall be the usual procedure as the laying progresses. This is in order to avoid danger or misalignment from slides, flooding or other causes. The Engineer shall be given a minimum of 24 hours for inspection before backfilling. The backfill shall be crushed rock, sand, or finely divided earth free from debris, organic material and stones, placed simultaneously on both sides of pipe to the same level by hand.

In backfilling of the lower part of the trench beginning at the top of the bedding, the backfill material shall be carefully and solidly tamped by hand or approved mechanical methods in 6" layers around the pipe and up to a point 8 inches higher than the top of the pipe. For PVC only the backfill shall be select material and may be walked-in. Walking or working on the completed pipeline, except as necessary in tamping or backfilling, shall not be permitted until the trench has been backfilled to a point one diameter higher than the top of the pipe. The filling of the trench and the tamping of the backfill shall be carried on simultaneously on both sides of the pipe in such a manner that the completed pipeline will not be disturbed and injurious side pressures do not occur.

After the above specified backfill is hand placed, rock may be used in the backfill in pieces no larger than 18 inches in any dimension and to an extent not greater than one-half (1/2) the backfill materials used. If additional earth is required, it must be obtained and placed by the Contractor. Filling with rock and earth shall proceed simultaneously, in order that all voids between rocks may be filled with earth. Above the hand placed backfill, machine backfilling may be employed without tamping, (if not contrary to specified conditions for the location) provided caution is used in quantity per dump and uniformity of level of backfilling. Backfill material must be uniformly ridged over trench and excess hauled away, with no excavated rock over 1-1/2 inch in diameter or pockets of crushed rock or gravel in top 6 inches of backfill. Ridged backfill shall be confined to the width of the trench and not allowed to overlap onto firm original earth and its height shall not be in excess of needs for replacement of settlement of backfill. All rock, including crushed rock or gravel from construction, must be removed from yards and fields. Streets, roadways and walks shall be swept to remove all earth and loose rock immediately following backfilling.

In the case of street, highway, railroad, sidewalk and driveway crossings or within any roadway paving or about manholes, valve and meter boxes, the backfill must be machine tamped in not over 4-inch layers, measured loose in accordance with the standard details. Where backfill is under paved driveways, streets, highways, railroads, sidewalks, paved parking areas and other areas where settlement is not allowed, crushed stone or coarse sand backfill only shall be used up to the paving surface. Crushed stone shall be Kentucky Department of Highways Standard Specification No. 78 or finer. Coarse sand backfill shall be spread in layers not over 4 inches thick and thoroughly compacted. Sand may be moistened to aide compaction. Tunnels shall be backfilled in not over 3-inch layers, measured loose, with selected material suitable for mechanically tamping. If material suitable for tamping cannot be obtained, sand, gravel or crushed rock (No. 78) shall be blown, packed or sluiced to complete fill all void spaces.

Where local conditions permit, pavement shall not be placed until 30 days have passed since placing backfill. Crushed stone is specified for roads and parking areas and sidewalks or their bases, shall be placed and compacted to the top of

trench. Backfills shall be maintained easily passable to traffic at original ground level, until acceptance of project or replacement of paving or sidewalks.

Where the final surfacing is to be crushed stone, compacted earth backfill may be used in the trench to within 6 inches of the top as shown in the Standard Details.

Railroad Company and Highway Department requirements in regard to backfilling will take precedence over the above general specification where they are involved.

Excavated materials from trenches and tunnels in excess of quantity required for trench backfill shall be disposed as shown on the plans or as directed by the Engineer.

The Contractor shall protect all sewer, gas, electric, telephone, water and drain pipes or conduits, power and telephone poles and guy wires from danger of damage while pipelines are being constructed and backfilled, or from danger due to settlement of his backfill.

In case of damage to any such existing structures, repair and restoration shall be made at once and backfill shall not be replaced until this is done. In all cases, restoration and repair shall be such that the damaged structure will be in as good condition and serve its purpose as completely as before uncovering and such restoration and repair shall be done without extra charge.

No extra charge shall be made for backfilling of any kind, except as provided in the Bid. Backfilling shall be included as a part of the unit price bid for which it is subsidiary. No extra charge shall be made for supplying outside materials for backfill.

Before completion of contract, all backfills shall be reshaped, holes filled and surplus material hauled away, and all permanent walks, street, driveway and highway paving, and sod, replaced (if such surface replacement items are included in the contract) and reseeding performed.

Any deficiency in the quantity of material for backfilling the trenches or for filling depressions caused by settlement, shall be supplied by the Contractor.

### 3.6 TIE-INS TO EXISTING PIPELINES

This work shall consist of connecting new water pipes to the existing system where shown on the plans and shall include the necessary fittings, tapping sleeves, valves and necessary equipment and material required to complete the connection.



Knowledge of pipe sizes in the existing system may not be accurate, therefore, it is recommended that the Contractor check outside diameters of existing pipe and types of pipe prior to ordering the required accessories. No additional payment will be allowed for matching pipe and/or accessories when the proper size is not ordered.

Neither the Owner nor the Engineer can guarantee the location of the existing lines. The Contractor shall verify the location of all existing water mains and valves pertaining to the proposed improvements before excavation is started.

The necessary regulation or operation of the valves on existing mains, to allow for the connections being made, shall be supervised by the Engineer. Before shutting down an existing water main or branch main for a proposed connection, prior approval for a specific time and time interval shall be obtained from a representative of the Owner. At no time shall an existing main be shut down without the Owner's knowledge and permission.

Excavation to existing water mains shall be carefully made, care being exercised not to damage the pipe. The excavation shall not be of excessive size or depth beneath the pipe. The sides of the excavation shall be as nearly vertical as possible.

The Contractor shall be responsible for any damage to the existing system and any such damage shall be repaired to the satisfaction of the Engineer at the Contractor's expense.

The Contractor shall verify, by field inspection, the necessary sizes, lengths and the types of fittings needed for each inter-connection. Typical connections are shown on the plans and any modifications or changes shall be subject to the approval of the Engineer. The exact length of the proposed water main needed for this work shall also be determined by field measurement as required.

The probing required to locate existing mains is not a separate pay item.

### 3.7 PIPE ENTERING STRUCTURES

Ductile iron, steel or PVC pressure pipe, 4-inch diameter or larger, entering structure below original earth level, unsupported by original earth for a distance of more than six feet (6'), shall be supported by Class B concrete, where depth of such support does not exceed three feet (3'), and by Class B Concrete piers where depth exceeds three feet (3'). All other pressure pipe entering buildings or basins below original earth level, which have more than 3 feet span between wall and original earth and having a cover of more than 24 inches of earth, or under roadway, shall be supported on compacted granular fill, in order to prevent breakage from settlement of backfill about the structure. Concrete and reinforcing steel for such supports are to be included in the unit price of work to which it is

subsidiary, and not as extra concrete, in order to discourage excessive excavation outside the limits of structures. Pipe entering structures shall have flexible joint within 16 inches of exterior of structure.

### 3.8 OWNERSHIP OF OLD MATERIALS

A. Pipe - Unless otherwise indicated, all existing pipe that is to be abandoned that interferes with construction or is easily removed shall become the property of the Contractor. All pipe that is not easily removed or not required to be removed as a result of the new construction, shall be abandoned in place by this Contractor.

B. Pipe Line Fittings and Appurtenances - All pipe line fittings, valves, hydrants and other like appurtenances that are removed as a result of new construction shall be removed by this Contractor but shall become the property of the Owner. All such fittings and appurtenances shall be delivered to a point by the Contractor. Said point shall be on the Owner's property and shall be designated by the Engineer.

C. Other Materials - All other materials or items that are to be removed, demolished, or abandoned as a part of this contract shall become the property of the Contractor and shall be disposed of by him.

### 3.9 THRUST BLOCKING AND ANCHORAGE

All angles or bends in the pipeline, either vertical or horizontal, shall be braced or anchored against the tendency of movement with concrete thrust blocking per the Standard Details, or approved equivalent joint harness or anchors to the satisfaction of the Engineer. Where joint harness is used, all component parts shall be stainless steel. Concrete thrust blocking or joint harness materials shall be considered incidental to the expense of installing the line and shall be included in the cost for the pipeline. No separate payment will be made for these items.

Thrust blocks for plastic pipe will not be attached to couplings.

Where thrust blocks are used for extra fittings ordered by the Engineer, payment shall be made using the bid price for Class "B" concrete and the thrust block dimensions shown in the Standard Details. This payment shall cover all work required for extra thrust blocks.

### 3.10 TESTING PRESSURE LINES

The Contractor will be required to test all pipelines and appurtenances, with water, at pressure class of pipe installed.

The pipe shall be slowly filled with water, care being taken to expel all air from the pipes. If necessary, the pipe shall be tapped at high points to vent the air. Pressure at least equal to 200 PSIG (or the operating pressure if higher) as measured at the point of lowest elevation shall be applied.

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 5 psi of the specified test pressure after the air in the pipeline has been expelled and the pipe has been filled with water. No pipe shall be accepted unless or until the leakage, determined by this test, is less than 0.08 U.S. gallons per hour, per 1,000 feet, per inch nominal diameter of pipe. The leakage test shall be applied to the pipe for a period of not less than 4 hours.

To determine the rate of leakage, the Contractor shall, as required, furnish a suitable pump, pressure gauge and water meter or other appliance for measuring the amount of water pumped. The instrument used to measure leakage shall be tested for accuracy as frequently as directed by the Engineer. The Contractor shall furnish all necessary labor and materials to make the test and to perform any work incidental thereto. Where it is impractical to test between the valves, the Contractor shall as directed, at his own expense and cost, temporarily place caps and plugs on the lines and test sections of the new line.

Where any section of the main is provided with concrete reaction blocking, the hydrostatic pressure test shall not be made until at least five days have elapsed after the concrete reaction blocking was installed. If high early strength cement is used in the reaction blocking, the hydrostatic pressure test shall not be made until at least two days have elapsed.

Should there be leakage over the allowable amount, the Contractor will be required to locate and repair the leaks and retest the section. It is suggested, but not required, that the Contractor have a geophone (underground listening device) on the job at the time of testing.

If the leakage of the section of pipeline being tested is below the allowable amount, but leakage is obvious in the opinion of the Engineer, due to water at the surface of the ground, or by listening the leak can be heard underground with a geophone, or any other means of determining a leak, the Contractor will be required to repair these leaks.

The Contractor shall furnish a meter or suction tank, pipe test plugs and by-pass piping and make all connections for conducting the above tests. The pumping equipment used shall be centrifugal pump, or other pumping equipment which will not place shock pressures on the pipeline. Power plunger or positive displacement pumps will not be permitted for use on closed pipe systems for any purpose.

Inspection of pipe laying shall in no way relieve the Contractor of the responsibility for stopping leakage or correcting poor workmanship.

### 3.11 DISINFECTION OF POTABLE WATER LINES

The new potable water lines shall not be placed in service either temporarily or permanently--until they have been thoroughly disinfected in accordance with the following requirements and to the satisfaction of the Engineer.

After testing, a solution of hypochlorite using HTH or equal shall be introduced into the section of the line being disinfected sufficient to insure a chlorine dosage of at least 50 ppm in the main. While the solution is being applied, the water should be allowed to escape at the ends of the line until tests indicate that a dosage of at least 50 ppm has been obtained throughout the pipe. Open and close all valves and cocks while chlorinating agent is in the piping system. The chlorinated water shall be allowed to remain in the pipe for 24 hours, after which a residual of at least 25 ppm shall be obtained. The disinfection shall be repeated until 25 ppm is obtained after which time the main shall be thoroughly flushed until the residual chlorine content is not greater than 1.0 ppm, and then may be connected to the system.

### 3.12 MAINTENANCE OF FLOW OF DRAINS AND SEWERS

Adequate provision shall be made for the flow of sewers, drains and water courses encountered during construction. Any structures which are disturbed shall be satisfactorily restored by the Contractor.

### 3.13 INTERRUPTION OF UTILITY SERVICES

No valve, switch or other control on any existing utility system shall be operated for any purpose by the Contractor without approval of the Engineer and the Utility. All consumers affected by such operations shall be notified by the Contractor as directed by the Engineer and utility before the operation and advised of the probable time when service will be restored.

### 3.14 CLEAN-UP

Upon completion of the installation of the piping and appurtenances, the Contractor shall remove all debris and surplus construction materials resulting from the work. The Contractor shall grade the ground along each side of pipe trenches in a uniform and neat manner leaving the construction area in a shape as near as possible to the original ground line.

#### **4.0 MEASUREMENT AND PAYMENT**

Yard piping and valves are generally not a separate pay item. The cost for this work shall be included in the work to which it is subsidiary unless otherwise shown in the Bid Schedule.

**END OF SECTION 13104**



## SECTION 13105

### TANK VAULT ACCESSORIES

#### 1.0 GENERAL

##### 1.01 WORK INCLUDED

The Contractor shall furnish and install a sump pump in a reinforced concrete vault at the location(s) shown and specified in the Contract Documents and shown on the Engineering Plans. The Work shall include all excavation, backfilling, vault placement including access hatch, piping, electrical work, and any other ancillary work necessary to sufficient installation in the system.

##### 1.02 RELATED WORK

- A. Section 03400 – PRECAST CONCRETE
- B. Section 05005 – METAL ACCESS HATCH
- C. Section 13104 – YARD PIPING AND VALVES
- D. Section 13200 – ELEVATED TANK
- E. INDEX – Division 16: ELECTRICAL

##### 1.03 SUBMITTALS

Descriptive literature, data sheets, catalogue literature for the sump pump, connection diagrams for equipment wiring, and a list of spare parts and optional equipment, and installation, operation and maintenance instructions shall be submitted to the Engineer for review before manufacture.

#### 2.0 PRODUCTS

##### 2.01 SUMP PUMP

A submersible sump pump shall be installed in the chamber sump pit. It shall have a heavy duty, oil filled, close-coupled motor, in a cast iron housing and shall operate on 1 phase, 60 hertz, 115 volt power. The minimum capacity of the sump pump shall be 1200 gallons per hour at 20' total dynamic head. The sump pump shall have 1 1/2 inch 80 PVC discharge piping. Sump pump shall be Zoeller Model 1096 or approved equal.

### **3.0 INSTALLATION**

The Contractor shall follow manufacturer's recommendation for the installation requirements for the sump pump. After completion of installation, the equipment shall be inspected and certified by a representative of the manufacturer as being in compliance with the manufacturer's recommendations and requirements. After such inspection, the equipment shall be given any required adjustment and, when complete, the various items of equipment shall be placed into operation under the supervision of the manufacturer's representative. All equipment shall be placed into operation in accordance with a schedule properly coordinated with the Engineer. Equipment manufacturer shall provide a written report covering his findings and installation approval. The report shall include description of all inspections and any deficiencies noted and shall be mailed directly to the Engineer. Sump pump, piping, wiring and vault construction shall be provided as shown and specified on the Drawings, and elsewhere in these Technical Specifications.

### **4.0 PAYMENT**

The equipment as described in this Section shall be bid and paid as a lump sum, under the Check Valve Station Bid Item, complete and functional. Work to be provided and paid for under this Bid Item includes furnishing and installing the specified equipment in the check valve station, equipment panel enclosure, reinforced concrete vault, piping, valves and fittings, unclassified excavation and pipe removal (if required), electric and control wiring, motor control enclosure mounting, calibration and set-up, final cleanup, operations and maintenance manuals and Owner instruction, and any and all other incidental Work required to complete the installation as shown and specified in the Contract Documents.

**END OF SECTION 13105**



## SECTION 13200

### COLUMN SUPPORTED ELEVATED STORAGE TANK

#### 1.0 SCOPE OF WORK, MATERIALS AND INSTALLATION

##### 1.1 WORK INCLUDED

Under this item, the Contractor shall furnish all labor, tools, materials and equipment to erect a storage tank for water as specified on the Plans and Bid Documents complete with foundation and appurtenances.

Each Bidder is to submit with his proposal a preliminary design sketch showing sizes of supporting and bracing members, plate thickness and dimensions of the tank.

##### 1.2 STANDARD WATER STORAGE TANK SPECIFICATIONS

The materials, design, fabrication and erection of the storage tank shall conform to current AWWA Standard for Welded Steel Tanks for Water Storage, "AWWA D100" of the American Water Works Association.

##### 1.3 TANK

The tank shall be of the elevated type and of all-welded metal construction.

##### 1.4 GENERAL INFORMATION

Information to be furnished by Purchaser for a storage tank, as outlined in Part IV of the Foreword, AWWA D100, is made a part of this specification, and is as follows:

- A. The tank shall be nominal 100,000-gallon capacity. Dimensions are shown on the plans.
- B. The tanks shall have a maximum head range of 22'-8".
- C. Earthquake Design. The tank shall be designed to withstand earthquake loading as specified in Section 3.1.5 of AWWA D100. The design percentages shall be based upon the tank's location in the appropriate earthquake zone.
- D. Location. The tanks shall be located as shown on the plans.
- E. The snow load design shall be a minimum of 25 lb./sq.ft.

F. The tanks shall be designed to withstand wind loads produced by a 100 mile per hour wind.

G. Foundation Bearing. Subsurface investigation has been done at the tank site and that report is contained in these Specifications. Boring layout and logs are contained in the Drawings.

H. Welds shall be inspected using radio-graphic methods as outlined in Section 11.4 of AWWA D100 specifications. The Contractor shall furnish a person experienced in radio-graphic inspection of welds to review and approve welds based upon the radio-graphs and who shall also submit a copy of the radio-graphs to the Engineer. The Contractor shall submit a Certification of Compliance statement to the Engineer as outlined in AWWA D100 specifications. Trepanned sections will not be allowed.

I. Pipe connections shall be as shown on the Drawings.

J. Each steel overflow pipe shall be equipped with a weir box. A 4 mesh stainless steel screen and flap valve shall be installed on the end of the overflow pipe.

K. The inlet/outlet pipe shall have a minimum of 3 feet of cover.

L. All steel surfaces shall be cleaned by blasting (see painting of tank).

M. The tank contractor shall provide the structural design of the tank and foundation and detailed drawings of the tank foundation and associated appurtenances. The design and drawings shall be stamped by a Professional Engineer registered in Kentucky.

N. All seams shall be continuous weld.

O. All primer coats and painting shall be done in the field after the required abrasive blasting. No factory shop primer will be accepted.

## 1.5 DRAWINGS

All tank construction shall be sufficient to meet the OSHA Standards. After the award of the contract, the Contractor shall furnish detailed plans of the structures. The shop drawings shall show the thickness of plate and other data in connection with the work, and shall be submitted to the Engineer for review, and said review must be completed before any work is commenced. Six (6) sets of the shop drawings and one (1) set of the design calculations shall be furnished. These Drawings and calculations shall be sealed by a Professional Engineer with registration in the State of Kentucky.

## 1.6 TANK FOUNDATION

The entire work area shall be stripped of all vegetation, roots, and boulders, and the area within which foundations are to be constructed shall be stripped of all top soil to a minimum of six inches deep and excavated until level within three inches. The entire leveled area shall be either in cut (that is original, undisturbed soil) or filled in layers not exceeding six inches in depth loose and compacted to 98% Modified Proctor. No filling to obtain grade shall be done without the Engineer's supervision.

The Contractor shall submit to the Engineer for approval the dimensions, layout, details, and recommended design of the foundation and footings for the proposed tank. A subsurface investigation has been done by American Engineers, Inc., Glasgow, KY and the indicated results of these investigations are included at the end of the Plans and Specifications. The Owner does not guarantee that materials other than those disclosed by the borings will not be encountered nor that the proportions of the various materials encountered will not vary from those indicated by the borings. The Contractor may, at his option and expense, undertake such additional subsurface explorations as he may deem necessary to insure a proper foundation design.

Concrete foundations from the top of the foundation to a depth of six inches below grade shall be formed with removable forms. From six inches below grade and downward, the foundations may be formed using the sides of the excavation.

The tops of all foundations shall be level and plane within one-quarter inch.

All areas that have been disturbed by construction or noted to be cleared on the Drawings shall be cleared of underbrush and graded in a uniform and neat manner leaving the lot in a shape as near possible to the contours as shown on the construction drawings. All graded areas shall be left smooth and shall be sown with grasses as specified in other portions of these Specifications.

Upon the completion of all construction of tank and tank foundations, the Contractor shall remove all debris and surplus construction material resulting from the work.

## 1.7 STEEL STORAGE TANK

The tank shall be furnished and erected in strict conformity with the current requirements of AWWA "Standard Specifications for Steel Tanks, Stand Pipes, Reservoirs and Elevated Tanks for Water Storage" latest revision. The tank shall be welded construction.

The storage tank shall be fabricated, transported and erected on the prepared foundation, as shown on the plans and as specified herein. Bottom plates, shell

plates and top plates shall be of the thickness required, but in no case shall be less than one fourth (1/4) inch in thickness.

A manufacturer's nameplate shall list the tank serial number, tank diameter and height, maximum design capacity, overflow elevation, intended storage use, and date of installation. The nameplate shall be affixed to the tank exterior sidewall at a location approximately five (5') from grade elevation in a position of unobstructed view.

1.7.1 Tower. The tanks shall be supported on a suitable tower of structural tubular columns thoroughly braced by tie rods and struts to provide for maximum wind loading.

## 1.8 ACCESSORIES

1.8.1 Balcony. The tank shall be equipped with a balcony not less than 24 inches wide with a handrail not less than 42 inches high. The floor of the balcony shall be designed for a minimum vertical load of 1000 pounds assumed to be applied to any point. The floor shall be perforated for drainage. The handrail shall be capable of withstanding a 300 pound load applied laterally at the top rail.

1.8.2 Ladders. The ladder shall begin 8 feet from the ground and terminate at the balcony. The configuration of the ladder and balcony handrail to be such as to allow easy access onto the balcony. A locking ladder guard shall be installed at the bottom of the ladder.

There shall be an outside ladder from the balcony to the roof hatch.

There shall be an inside ladder from the roof hatch to the inside bottom of the tank.

Each ladder shall be equipped with an OSHA approved safety climbing device. The Tank Contractor shall furnish to the Owner a full body safety harness with shock cord for use with the climbing device.

### 1.8.3 Roof Openings.

1.8.3.1 Roof Manhole: A roof manhole shall be 30 inches clear in dimension or diameter and shall have a rainproof cover in accordance with AWWA D100. The manhole shall be lockable.

1.8.3.2 Exhaust Manhole: An additional opening with a removable cover and stainless steel bolts having an opening dimension or diameter

of at least 20 inches shall be provided in accordance with AWWA D100.

- 1.8.3.3 Balcony Shell Manhole: An additional opening with a removable cover and stainless steel bolts having an opening dimension or diameter of at least 20 inches shall be provided in accordance with AWWA D100.
- 1.8.3.4 Roof Vent: A vent with non-corrodible screen shall be provided at the apex of the roof and shall be of adequate size to safely vent the tank during periods of maximum inflow or withdrawal without using the overflow pipe as a vent. The vent shall be designed for a flow rate of 5,500 gpm.
- 1.8.4 Overflow Pipe. An overflow pipe shall be provided which extends from the high water level to at least 2 feet away from the foundation. The diameter of the overflow pipe shall be as shown on the drawings with a 24 mesh non-corrodible screen and flap valve to prevent the ingress of foreign objects.
- 1.8.5 Inlet/Outlet Connection. The inlet connection to the bottom of the riser shall be steel pipe with appropriate transition to mechanical joint ductile iron elbow of same diameter with a concrete thrust block.
- 1.8.6 Ladder Guard Gate. The ladder attached to the tower shall be equipped with a ladder guard gate as manufactured by RB Industries of Greensboro, North Carolina, or equal.
- 1.8.7 Safety Grill. At the top of the center riser, a removable safety grill shall be installed. The grill shall be designed to hold a 150 psf load.
- 1.8.8 Hinged Riser Manhole. A hinged riser manhole shall be provided in the riser pipe and shall have a clear dimension of at least 24 inches diameter. All bolts shall be stainless steel.

## 1.9 TESTING & STERILIZATION

Before painting, the tank shall be filled with water furnished by the Contractor and tested according to the provisions contained in AWWA Standard D100 - latest revision. The Contractor shall furnish all materials, equipment and labor for conducting the tests.

After painting has been completed and allowed to dry in strict accordance with the paint manufacturer's recommendations, the tank shall be sterilized in accordance with the provisions specified herein.

## 1.10 WELDING

All welding shall be done by the electric shielded arc process, adaptable to welding in any direction on both sides of horizontal, vertical and inclined surfaces. The Contractor, before commencing work, shall submit proper witnessed certification that welding procedures for use in the structures and welding operators have been qualified in accordance with American Welding Society Standard Qualification Procedures. Surfaces to be welded shall be free from rust, grease, paint and other foreign material. No welding shall be done when the temperature of the base metal is lower than 32°F.

## 2.0 **CLEANING AND PAINTING**

### 2.1 WORK INCLUDED

Provide all labor, materials, equipment and services required to do all painting including preparation, priming and protection of finished surfaces.

All paint, materials, and methods of cleaning to be used shall conform to the latest edition of AWWA D-102 and as specified herein.

### 2.2 QUALITY ASSURANCE

A. All materials specified herein are manufactured by the Tnemec Co., Inc., North Kansas City, Missouri, or equal. These products are specified to establish standards of quality and are approved for use on this project.

B. Equivalent materials of other manufacturers may be substituted on approval of the Engineer. Requests for substitution shall include manufacturer's literature for each product, given the name, generic type, descriptive information, and evidence of satisfactory past performance. **SUBMITTALS SHALL INCLUDE THE PERFORMANCE DATA AS CERTIFIED BY A QUALIFIED TESTING LABORATORY.**

C. Bidders desiring to use coatings other than those specified shall submit their proposal in writing to the Engineer prior to surface preparation or application. Substitutions which decrease the film thickness, the number of coats applied, change the generic type of coating, or fail to meet the performance criteria of the specified materials will not be approved. Prime and finish coats of all surfaces shall be furnished by the same manufacturer.

### 2.3 EXPERIENCE

A. The Contractor shall submit a list of not less than five (5) utility or industrial installations which he has painted during the last five (5) years. This list shall

include the names of the Owners, the installations painted, responsible officials, architects or engineers of record for the project.

B. Applicators and/or manufacturers whose submissions indicate, in the judgment of the Engineer, that they have not had the experiences required to perform the work will not be acceptable.

C. Shortly after the award of the Contract, the Contractor shall submit experience records of the paint applicator and that of the paint manufacturer.

D. All painting shall be done by qualified, skilled, experienced craftsmen. In the acceptance or rejection of completed painting, no allowance will be made for lack of skills on the part of the craftsmen.

## 2.4 PAINT LABELS

Labels on paint containers shall include the following:

1. Manufacturer's name.
2. Generic type of paint.
3. Manufacturer's stock number.
4. Color.
5. Instructions for thinning where applicable.

## 2.5 FIELD QUALITY CONTROL

Paint film thickness shall be subject to measurement by the Engineer with elcometer, wet film gauge, low or high voltage meter, and/or applicable measuring instruments acceptable to the Engineer. If dry film thickness is found to be less than specified, or coverage is not uniform, the Contractor shall apply additional paint to correct thickness or appearance at no additional cost to the Owner.

## 2.6 COMPATIBILITY

Where thinning is necessary, only the products of the manufacturer furnishing the paint, and products for thinning purposes only, will be allowed.

## 2.7 THICKNESS AND SPREADING RATES

A. Minimum dry mil thickness per coat (MDMTPC) and/or spreading rates in square feet per gallon shall be governed by the manufacturer's current data sheets or literature containing recommendations or instructions regarding these values. These recommended dry mil thickness and/or spreading rate values will be considered requirements to be met same as if set out herein these Specifications and Contract Documents and must be included with material list

submittals before Engineer grants approval to use any paint materials. Do not exceed manufacturer's recommended coverage rates.

B. The number of coats to be applied are specified herein and shall govern. Where the total dry film thickness is specified, this thickness shall govern over the MDMTPC.

## 2.8 TECHNICAL SERVICES

The Contractor shall provide assurance that a qualified representative of the paint manufacturer makes periodic visits to the project site during painting to verify proper application procedures, quality and progress of work.

## 2.9 SUBMITTALS

A. Submittals shall be as specified in the General Conditions.

B. Before any materials are delivered to the job site, submit to the Engineer a complete list of all materials proposed to be furnished including quantities, types and descriptions of paint for each part of the project. Submit the following:

1. Coating manufacturer's certificate for each coating proposed for use attesting that the coatings meet the specifications in this Section and are proper for the proposed application.
2. Coating manufacturer's specifications and data sheets and application instructions for each coating proposed for use on the interior and exterior of the tank including the coating for the logo.
3. Color chart for Engineer's selection of colors.
4. Certificate of compliance to each product performance requirement.

## 2.10 PRODUCT DELIVERY, STORAGE AND HANDLING

A. The Contractor shall be responsible for the delivery, storage and handling of coating products.

B. Deliver all materials to the job site in original, new and unopened packages and containers bearing manufacturer's name and label.

C. Provide labels on each container with the following information:

1. Name or title of material
2. Manufacturer's stock number
3. Manufacturer's name



4. Contents by volume, for major pigment and vehicle constituents.
5. Expiration date after which the material should not be used.
6. Thinning instructions
7. Application instructions
8. Batch numbers

D. Store coating products in sealed and labeled containers. Properly store coatings to prevent degradation of the coating products. Do not use coating products which have been damaged during storage, which have not been applied prior to the applicable expiration date, or which do not otherwise comply with the specifications. Promptly remove damaged coating products from the job site.

E. Restrict storage to coating materials and related equipment. Store materials in an area protected in accordance with NFPA Bulletin No. 101.

F. Storage of material shall comply with manufacturer's recommendations; however, storage shall be at a minimum temperature of 50<sup>o</sup> degrees F.

G. Product delivery, storage and handling shall meet the requirements of safety, health and fire regulations. Remove used rags from the job site and take all necessary steps to prevent spontaneous combustion.

#### 2.11 JOB CONDITIONS

A. The Contractor shall ascertain that job conditions are suitable for the application of coatings.

B. The Contractor shall not operate valves or controls in the existing waterworks. The Owner will operate all existing valves, hydrants, blow-offs and controls.

#### 2.12 PROTECTION

A. Take all precautions necessary to prevent damage of adjoining properties due to coating work.

B. Protect all surfaces which could be damaged in function or appearance by paint, including surfaces not being painted concurrently and surfaces not to be painted.

C. Spray painting will not be permitted when it will cause damage to adjacent or otherwise located surfaces.

D. Contractor shall be solely liable for damages to adjacent and/or surrounding items.

## 2.13 ACCEPTABLE MANUFACTURERS

A. The paints listed are products of the Tnemec Co., Inc. (North Kansas City, MO) and are specified as a "standard of quality" only. Similar products and painting systems may be substituted subject to approval by the Engineer and subject to the provisions contained herein in Section 2.2 of this Specification.

## 2.14 PAINT SYSTEMS

### A. General

1. All paints of a system shall be by one (1) manufacturer.
2. "Lift" tests may be requested by the Engineer on various surfaces to be painted to assure bonding compatibility.
3. Paints containing lead, or other "dangerous" materials, that surpass federal maximum levels shall not be allowed. Oil shall be pure boiled linseed oil.
4. All paints must be approved by AWWA for potable water service.

### B. Exterior Coatings

The exterior coatings shall be as follows:

<u>COAT</u>	<u>SPECIFICATION</u>
Shop Prime	Tnemec N69 Shop Prime RED (DFT 3.0-5.0 mils)
Field Prime	Tnemec N69 Field Prime RED (DFT 2.0-3.0 mils)
Intermediate	Tnemec N69 BEIGE (DFT 3.0-5.0 mils)
Finish	Tnemec 1074 WHITE (DFT 2.0-3.0 mils)

### C. Interior Coatings

The interior coating shall be as follows:

<u>COAT</u>	<u>SPECIFICATION</u>
Primer	Tnemec 20-1255 RED (DFT 3.0-5.0 mils)
Intermediate	Tnemec 20-1255 BEIGE (DFT 3.0-5.0 mils)
Finish	Tnemec WHO2 WHITE (DFT 4.0-6.0 mils)

### D. Colors

1. Vary the color of alternate coats to provide a contrast.

2. Finish color of tank exterior shall be as selected the Owner.

### 2.15 ABRASIVE

Abrasive shall be a non-metallic type of a grit size to produce the surface profile specified by the paint manufacturer for the coating system being applied or a minimum of 1.5-2.0 mils. It shall be a low silica abrasive with a free silica content less than 0.010%. It shall be properly stored and shall be free from contaminants. The Contractor shall provide verification of the quantity of abrasive delivered to the site.

### 2.16 SEALER

Sealer shall be a polyurethane type equivalent to SIKA-FLEX.

## **3.0 EXECUTION**

The painter shall apply each coating at the rate and in the manner specified by the manufacturer. If material has thickened or must be diluted for application by spray gun, the coating shall be built up to the same film thickness achieved with undiluted material. Deficiencies in film thickness shall be corrected by the application of an additional coat of paint. Where thinning is necessary, only the products of the manufacturer furnishing the paint, and for the particular purpose, shall be allowed. All thinning shall be done strictly in accordance with the manufacturer's instructions, as well as with the full knowledge and approval of the Engineer. No paint shall be applied when the surrounding air temperature, as measured in the shade, is below 40°F. No paint shall be applied when the temperature of the surface to be painted is below 35°F. Paint shall not be applied to wet or damp surfaces, and shall not be applied in rain, snow, fog or mist, or when the relative humidity exceeds 85%. No paint shall be applied when it is expected that the relative humidity will exceed 85% or that the air temperature will drop below 40°F within 18 hours after the application of the paint. Dew or moisture condensation should be anticipated, and if such conditions are prevalent, painting shall be delayed until mid-morning to be certain that the surfaces are dry. Further, the day's painting should be completed well in advance of the probable time of day when condensation will occur, in order to permit the film an appreciable drying time prior to the formation of moisture.

The Contractor shall submit to the Engineer, immediately upon completion of the job, certification from the manufacturer indicating that the quantity of each coating purchased was sufficient to properly coat all surfaces. Such certification shall make reference to the square footage figures provided to the manufacturer and the Engineer by the Contractor.

### 3.1 EXTERIOR TANK SERVICES

All Exterior painting shall conform to the latest revision of AWWA D-102. The steel surface shall be abrasive blasted in the field in accordance with the Steel Structures Painting Council Specifications SSPC-SP6 commercial blast cleaning.

The profile of the steel prepared for painting shall not exceed 2 mils.

Within eight (8) hours after the surface preparation, apply one (1) coat of Tnemec Series N69 Field Prime RED to a minimum dry film thickness of 3.0 to 5.0 mils. This coat shall be spray applied under constant agitation. This primer shall be as otherwise specified herein or an approved equal. Allow 12 hours for curing of the prime coat.

Prior to applying subsequent field coats make sure all surfaces are clean and dry.

Apply one intermediate coat of TNEMEC Series N69 BEIGE, or equal, to a dry film thickness of 3.0-5.0 mils.

Apply one finish coat of Tnemec Series 1074 WHITE, or equal, to a dry film thickness of 2.0-3.0 mils.

The total dry film thickness of the exterior coating system shall be between 8.0-13.0 mils.

### 3.2 INTERIOR TANK SURFACES

All interior painting shall conform to the latest revision of AWWA D-102. The steel surface shall be abrasive blasted in the field in accordance with the steel structures painting council specifications SSPC-SP10.

The profile of the steel prepared for painting shall not exceed 2 mils.

Within eight (8) hours after the surface preparation, apply one (1) field coat of Tnemec Series 20-1255 RED primer to a minimum dry film thickness of 3.0-5.0 mils. This primer shall be as otherwise specified herein or an approved equal. If more than one (1) coat is necessary to obtain the specified thickness, a second coat shall be tinted to contrast with the first coat to indicate coverage.

Apply one intermediate coat of Tnemec Series 20-1255 BEIGE, or equal, to a dry film thickness of 3.0-5.0 mils.

Prior to applying subsequent finish coat, make sure all surfaces are clean and dry.

Apply one finish coat of Tnemec Series WHO2 WHITE, or equal, to dry film thickness of 4.0-6.0 mils.

The total dry film thickness of the interior coating system shall be between 10-16 mils.

All weld seams shall receive an additional 5 mil roll coat.

After final coat has been applied on interior, provide continuous exhaust for 48 hours from the lowest portion of the tank, i.e., manway at bottom of riser, to provide a proper curing environment. The volume of air to be provided shall be equal to at least one exchange of air volume every two hours.

#### **4.0 INSPECTION**

The Owner reserves the right to engage an independent inspection or testing service to make mill, shop and field inspections as specified in Section 11 of American Water Works Association Standard Specifications for Steel Tanks, Standpipes, Reservoirs, and Elevated Tanks for Water Storage (D-100, latest revision).

On-site inspections will be made by the Engineer at various intervals during construction of the tank. The Contractor shall notify the Engineer a reasonable time in advance of any field sandblasting and painting so that surface preparation for painting may be inspected. After all painting has been completed, the total thickness of the paint film will be checked by the Engineer with an elcometer. If thicknesses of coatings are less than specified, additional coats of paint shall be applied as necessary to provide paint thicknesses within the limits of the specifications. The Contractor should also check paint thickness as the work progresses.

#### **5.0 PAYMENT FOR WATER**

All water used from the Association's supply shall be metered by meters supplied by the Contractor. The rates for water shall be the regular monthly rates charged by the Utility. Disposal of water shall be the responsibility of the Contractor.

#### **6.0 DISINFECTION**

All water piping and storage tanks shall be thoroughly disinfected before being placed in service, by the use of chlorine or chlorine compounds in such amounts as to produce an initial concentration of at least 50 ppm and a residual of at least 25 ppm at the end of 24 hours followed by thorough flushing. If for some reason, the initial disinfection does not achieve at least 50 ppm, the process shall be repeated until said 25 ppm is obtained after 24 hours. All disinfection shall be

accomplished in accordance with AWWA C651 and C652 and in a manner satisfactory to the Engineer.

An alternative disinfection method for storage tanks involves the thorough spraying of a water solution containing 100 ppm of residual chlorine so as to cover the entire internal surface of the tank. This shall be accomplished three times over a period of 24 hours, followed by thorough flushing with potable water.

## **7.0 DISPOSING OF HEAVILY CHLORINATED WATER**

The environment into which the chlorinated water is to be discharged shall be inspected if there is any possibility that the chlorinated discharge will cause damage to the environment, then a neutralizing chemical shall be applied to the water to be wasted to neutralize thoroughly the chlorine residual remaining in the water. (See Appendix B of ANSI/AWWA C651 for neutralizing chemicals.) Federal, state, provincial, and local regulatory agencies should be contacted to determine special provisions for the disposal of heavily chlorinated water.

## **8.0 PAYMENT**

Payment for this item shall be as shown in the Bid Proposal.

**END OF SECTION 13200**

## SECTION 13201

### TANK MIXING SYSTEM

#### 1.0 GENERAL

##### 1.1 SUBMITTALS

- A. Submit product literature that includes information on the performance and operation of the valve, materials of construction, dimensions and weights, elastomer characteristics, headloss and flow data, and pressure ratings.
- B. Upon request, provide Shop Drawings that clearly identify the valve dimensions.

##### 1.2 QUALITY ASSURANCE

- A. Supplier shall have at least fifteen (15) years experience in the manufacture of “duckbill” style elastomeric valves, and shall provide references and a list of installations upon request.
- B. Manufacturer shall have performed hydraulic tests on valves through 48” for flow capacity, head loss, and jet velocity at an accredited flow laboratory. Manufacturer shall provide test data upon request.
- C. Upon request, manufacturer shall provide installation data for existing valves of similar size and type to the project scope.

#### 2.0 PRODUCTS

##### 2.1 “DUCKBILL” ELASTOMERIC CHECK VALVES

- A. Duckbill Check Valves are to be all rubber and the flow operated check type with a flanged end connection. The port area shall contour down to a duckbill which shall allow passage of flow in one direction while preventing reverse flow. The flange and flexible duckbill sleeve shall be one piece rubber construction fabricated of NSF61 approved elastomer with nylon reinforcement.
- B. The flange drilling shall conform to ANSI B16 Class 125/ANSI B16.5, Class 150 standards. The valve shall be furnished with stainless steel back-up rings for installation.

- C. Company name, plant location, valve size and serial number shall be bonded to the check valve. Elastomeric duckbill check valves shall be manufactured in the United States of America. A single manufacturer shall supply all duckbill check valves.

## 2.2 FUNCTION

- A. When line pressure inside the valve exceeds the backpressure outside the valve, the line pressure forces the bill of the valve open, allowing flow to discharge. When backpressure exceeds the line pressure, the bill of the valve is forced closed preventing backflow.

## 2.3 MANUFACTURER

- A. All valves shall be of the Series 35 as manufactured by the Red Valve Co., Inc. of Carnegie, PA 15106, or approved equal.

## 3.0 **EXECUTION**

### 3.1 INSTALLATION

- A. Valve shall be installed in accordance with manufacturers written Installation and Operation Manual and approved submittals.

### 3.2 MANUFACTURER'S CUSTOMER SERVICE

- A. Manufacturer's authorized representative shall be available for customer service during installation and start-up, and to train personnel in the operation, maintenance and troubleshooting of the valve.
- B. Manufacturer shall also make customer service available directly from the factory in addition to authorized representatives for assistance during installation and start-up, and to train personnel in the operation, maintenance and troubleshooting of the valve.

## 4.0 **MEASUREMENT AND PAYMENT**

Cost for this item shall be included in the Lump Sum price for the storage tank unless a separate bid item is provided in the Bid Schedule.

**END OF SECTION 13201**



**SECTION 13500**  
**HOUSED VALVES**

**1.0 GENERAL**

1.1 SCOPE OF WORK

Provide all materials, labor, equipment and services required to furnish and install all valves shown on the Drawings and specified herein.

1.2 RELATED WORK SPECIFICED ELSEWHERE

- A. Piping is included in 13104.
- B. Hangers and supports are included in 13100 (not applicable to this contract).
- C. Valves associated with yard piping (buried service) are included in Section 13104.

**2.0 PRODUCTS**

2.1 SHEAR GATES

Shear gates shall be iron body bronze mounted double wedge type with pull rod and handle. Rod length is as shown on plans. Shear gates shall be M & H Figure No. 44, Clow Model F-3002 or approved equal.

2.2 AIR AND VACUUM VALVE FOR VERTICAL TURBINE PUMPS

Air valves for Vertical Turbine Pumps shall be designed to allow large quantities of air to escape out the orifice when the pump is started and close water tight when the liquid enters the valve. The air valve shall also permit large quantities of air to re-enter thru the orifice when the pump is stopped to prevent a vacuum from forming in the pump column.

The valve shall consist of body, cover, baffle, float and seat. The baffle will be designed to protect the float from direct contact of the rushing air and water to prevent the float from closing prematurely in the valve. The seat shall be fastened into the valve cover, without distortion, and shall be easily removed, if necessary.

The entire float and baffle assembly must be shrouded with a perforated water diffuser to prevent the water column entering the valve, from slamming the float shut and eliminate water hammer in the system.

The discharge orifice shall be fitted with an adjustable throttling device to regulate the flow of air escaping to establish a pressure loading on the rising column of water to minimize shock to the pump and check valve.

The float shall be stainless steel, designed to withstand a minimum of 1000 psi. The float shall be center guided and not free floating for positive seating.

Valve may have either threaded or flanged inlet and outlet. The outlet shall be piped to clearwell or atmosphere as shown on the Drawings.

Valve exterior to be painted with Red Oxide Phenolic Primer Paint as accepted by the FDA for use in contact with Potable Water.

All materials of construction shall be certified in writing to conform to ASTM specifications as follows:

Body, cover & baffle	Cast iron	ASTM A48 Class 30
Float	Stainless Steel	ASTM A240
Seat	Buna-N	
Water diffuser	Brass	Commercial
Throttling device	Malleable iron	Commercial

Valve to be APCO Air & Vacuum Valve for Vertical Turbine Pumps, as manufactured by Valve & Primer Corp., Schaumburg, Illinois.

An automatic air release valve shall be provided on the high service pumps to exhaust small pockets of air which may collect in the Air and Vacuum Valve. The automatic air release valve shall have a 1/2" threaded inlet and be equal to APCO Model No. 55.

### 2.3 COMBINATION AIR RELEASE VALVES

Combination air release valves (single body, double orifice) shall be designed to allow large volumes of air to escape out the large air vacuum orifice when filling a pipeline and to close water tight when the liquid enters the valve. During large orifice closure, the small air release orifice shall open to allow small pockets of air to escape automatically and independently of the large orifice. The large air vacuum orifice shall also allow large volumes of air to enter through the orifice during pipeline drainage to break the vacuum. The body inlet must be baffled to protect the lower float from direct contact of the rushing air and water to prevent premature valve shut off. The top float must be protected in similar manner for the same purpose. The Buna-N seat must be fastened to the valve cover without distortion for drop tight shut off. All floats shall be heavy stainless steel, hermetically sealed; designed to withstand 1000 psi or more. The upper float shall be center guided for positive shut off. Valve exterior to be painted red lead

TT86B Type IV for high resistance to corrosion. Materials certified to ASTM specifications as follows:

Body & Cover & Baffle - Cast Iron  
Stainless Steel Float  
Buna-N Seat & Needle  
Plug & Bronze Forging  
Delrin Level Frame  
ASTM A48 Class 30  
ASTM A240  
Nitrile Rubber ASTM SB 800  
ASTM D638

Combination air release valves shall be as shown in the valve schedule manufactured by APCO or equal.

## 2.4 CHECK VALVES

A. Swing Check Valves. Check valves shall be Mueller Swing type lever and weight check valve with flanged end series A-2600-6-01 as manufactured by Mueller, or equal. Check valve shall be iron body, bronze mounted with bronze disc facing, pressure class 175 psig horizontal, with adjustable weight to control opening and closing of clapper.

B. Double Door Check Valves. Double door check valves shall be APCO Series 9000 as manufactured by Valve and Primer Corporation, Schaumburg, Illinois, or equal. Check valve shall be lug style, pressure class 150 pounds with cast iron body, aluminum bronze doors, T316 stainless steel hinge pin and stop pin, Buna-N set and T316 stainless steel spring.

C. Air Cushion Swing Check. Air Cushion Swing Check Valve body shall be cast iron per AWWA C508 having integral flanges.

The seat shall be centrifugally cast bronze with and o-ring seal and be locked in place with stainless steel lock screws and be field replaceable, without the use of special tools.

The shaft shall be single and continuous stainless steel, extending both sides of the body with a lever and weight, using an air cushion cylinder side mounted. The air cushion cylinder shall be constructed of corrosion - resistant material and the piston shall be totally enclosed within the cylinder and not open at one end.

The cushion cylinder assembly shall be externally attached to either or both sides of the valve body and will permit adjustability to cushion the closure of the valve. Cushioning shall be by air trapped in the cushion cylinder which shall be fitted with a one way adjustable control check valve to cushion disc contact to the seat

at the shut-off point. The bottom cylinder head shall be swivel mounted and not rigid to follow the change of force angles as the lever raises or lowers to open or close the check valve.

This valve shall prevent backflow of the media on normal pump shut-off or power failure, at zero velocity and be water tight.

The disc shall be cast iron utilizing a double clevice hinge connected to a ductile iron disc arm. The disc arm assembly shall be suspended from a stainless steel shaft which passes thru a seal retainer on both sides of the valve body.

Valve exterior to be painted with Red Oxide Phenolic Primer Paint as accepted by the FDA for use in contact with Potable Water.

Materials shall be certified to the following A.S.T.M. Specifications:

Valve to be APCO Series 6000 Cushion Swing Check Valve - Air Cushion Side Mounted as manufactured by Valve & Primer Corporation, Schaumburg, Illinois, or equal.

D. Rubber Flapper Check Valve. The check valve shall be an APCO Series 100 rubber flapper serving check valve as manufactured by Valve and Primer Corporation, Schaumburg, Illinois, or approved equal. This check valve shall have a cast iron body and cover and the body shall be long pattern design with integrally cast on end flanges. The flapper shall be Buna-N having an "O"-ring seating edge and shall be internally reinforced with steel.

E. Electric Check Valves. Electric solenoid operated check valves shall be of cast iron body, globe pattern, with all bronze or non-corrosive trim construction. The valves shall be flanged, faced and drilled to conform to 250# Stds. B16.1. The electric check valves shall be rated for a normal working pressure of 200 psi. The valves shall be Figure No. 173-D, Globe Body as manufactured by GA Industries, Inc., Cla-val, Ross or approved equal as specified herein.

The valves shall be constructed with complete bronze or non-corrosive lining which shall extend down to and form the seat of the valve. The liner shall be provided with cast "V" port openings. The piston shall be bronze. The pilot shall be of the 3-way type and of all bronze construction.

The design of the valve shall be such as to provide air and water cushioning to reduce hammer and shock. Speed of valve closing/opening shall be adjustable by a hand operated regulating valve. Wear on valve moving parts shall be absorbed by renewable leather composition or rubber cups and seat. The design of valve shall be such that the area above the piston shall be approximately twice the area on the small end of the piston.

The valve shall be designed to provide full pipeline flow when open, and it shall shut off tight, when closed.

Valve shall provide for normal automatic opening and closing function, plus emergency closing on electrical outage. It shall also provide for manual-hydraulic control for opening main valve.

The Sequence of operation for the electric check valve shall be as follows:

a. Valve openings:

-Pump motor starter, three-way solenoid pilot, emergency solenoid pilot simultaneously energized by control circuit.

-Valve opens as pump reaches full speed.

-Limit switch contacts close interlocking with motor starter circuit.

b. Valve closing:

-Three-way solenoid pilot de-energized by control circuit.

-Pump motor circuit and emergency solenoid pilot remain energized.

-Valve starts to close, pump running.

-As piston nears its seat, limit switch contacts open, de-energizing pump circuit and emergency solenoid pilot.

In the event of a power failure, the motor starter circuit solenoid operated three-way pilot, and the solenoid operated two-way pilot will become de-energized simultaneously. De-energizing both pilots simultaneously will cause the main valve piston to move rapidly to its seat. The speed of emergency closing is adjustable by regulating valve. The emergency closing speed is always at a faster rate than that of the normal closing speed.

The emergency sequence of operation would also pertain in the event of motor undervoltage, motor overload, or by depressing the emergency stop button if same is used.

F. "Duckbill" Elastomeric Check Valves. Duckbill Check Valves are to be all rubber and the flow operated check type with a flanged end connection. The port area shall contour down to a duckbill which shall allow passage of flow in one direction while preventing reverse flow. The flange and flexible duckbill sleeve shall be one piece rubber construction fabricated of NSF61 approved elastomer with nylon reinforcement.

The flange drilling shall conform to ANSI B16 Class 125/ANSI B16.5, Class 150 standards. The valve shall be furnished with stainless steel back-up rings for installation.

Company name, plant location, valve size and serial number shall be bonded to the check valve. Elastomeric duckbill check valves shall be manufactured in the United States of America. A single manufacturer shall supply all duckbill check valves.

a. Function.

When line pressure inside the valve exceeds the backpressure outside the valve, the line pressure forces the bill of the valve open, allowing flow to discharge. When backpressure exceeds the line pressure, the bill of the valve is forced closed preventing backflow.

b. Manufacturer.

All valves shall be of the Series 35 as manufactured by the Red Valve Co., Inc. of Carnegie, PA 15106, or approved equal.

## 2.5 SURGE RELIEF VALVES

The water pressure relief valve shall function to open to atmosphere when the system pressure exceeds the intensity for which the pilot is set. It shall open rapidly, and close slowly at a predetermined rate of speed. Provision shall be made on the valve to regulate the closing speed of the valve.

The valve shall be of the angle body or globe body design with inlet pressure entering the valve under the piston. It shall be possible to install the valve in any position without impairing its function.

The valve shall be hydraulically operated, designed with a differential type piston such that the piston will expose a greater area to the closing force than to the opening force. A vent to atmosphere from the side of the valve body shall produce the differential piston area, and also serve to provide air cushion to prevent hammer and shock.

The body and lid of the valve shall be constructed of high grade cast iron. Interior parts of the valve, including the piston, liner and seat, shall be of bronze. The liner and piston shall be equipped with renewable leather cups and the piston shall additionally have a leather or rubber seat ring. All wear on the valve shall be absorbed by the cups and seat ring and there shall be no metal to metal contacts within the main valve.

The pilot valve shall be of cast bronze conforming to ASTM Specifications B-62. It shall be of the diaphragm operated, spring loaded type, single seated,

balanced design. Adjustment of the opening pressure of the main valve shall be accomplished by regulation of the handwheel on the pilot and shall provide for a range of 20 psi.

The valve shall provide full pipeline opening when opened its full stroke, and it shall be drop tight when closed. It shall be possible to open the relief valve at any time by exhausting the pressure from above the piston to atmosphere. The overall body test shall be made hydraulically at a pressure of no less than 50 percent above the maximum working pressure of the valve. The purchaser reserves the right to witness all or any tests, and must be given free access to the place of manufacture at all times. The valve shall be Golden-Anderson Valve Co. Figure No. 66-D for angle body or 67-D for globe body. The valve shall be factory tested to relieve at 200 psi.

2.6 GATE VALVES\*

A. Housed. Gate valves for fabricated pipe systems shall be resilient seat type, iron body, flanged, fully bronze mounted with O-ring seals, and suitable for working water pressures of not less than 250 PSIG. Housed valves shall be left uncoated to allow painting without the use of tar stop. Valves shall be of standard manufacture and of the highest quality both of materials and workmanship and shall conform to the latest revision of AWWA Specification C-500. Unless otherwise shown on the plans, all housed gate valves shall be non rising stem. Valves shall be rated for a working pressure of not less than 250 psi and shall have flanges drilled 125 lbs. pattern. Unless otherwise shown on the Drawings, housed valves and valves in basins shall be handwheel operated. Handwheels shall be ANSI B16.1 Class 125. Handwheels shall have not less than the following diameters:

<u>Size Valves</u>	<u>Diameter</u>
1"	3 1/8"
1 1/2"	4 1/4"
2"	6"
3"	8"
<u>Size Valves</u>	<u>Diameter</u>
4"	10"
6"	12"
8"	14"
10"	16"
12"	18"
<u>Size Valves</u>	<u>Diameter</u>

14"	20"
16"	22"
18"	24"

Valve stand handwheels and handwheels on extended stems, shall have the same minimum diameters as those shown for handwheels directly on valves. Extension stems for O.S&Y valves shall be non-rising, with clamp to valve handwheel and hollow shaft for rising stem of valve, with adjustable cast iron guides per each eight feet (8') of extension stem length maximum. All extension stems shall be connected with suitable coupling castings for connection to and removal from valves and stands. Nuts and bolts on all extension stem connections shall be stainless steel.

## 2.7 PLUG VALVES

Plug valves shall be non-lubricated eccentric type with synthetic rubber faced plugs, corrosion resistant nickel seats, replaceable stainless steel sleeve type bearings in the upper and lower journals. Furnish with flanges faced and drilled ANSI B16.1 125-pound.

Valve shall provide drip-tight shut-off up to the full rated pressure. All plug valves shall be provided with limit stops and rotated 90 degrees from fully opened to fully closed. Plug valves shall be manually operated with worm gear operator handwheel or lever actuated. Plug valves located 6 feet or more above the floor shall be furnished with chainwheel operators.

Eccentric plug valves shall be as manufactured by DeZurik, Clow, or equal.

## 2.8 BUTTERFLY VALVES\*

All butterfly valves shall be of tight closing, rubber or synthetic rubber seat type with seats securely fastened to valve body. No metal-to-metal seating surfaces will be permitted. Valves shall be bubble tight at the rated pressure in either direction and shall be satisfactory for applications involving throttling service and/or frequent operation and for applications involving valve operation after long periods of inactivity.

The valve discs shall rotate 90° from the full open position to the tight shut position.

The valve bodies themselves shall be of the lugged wafer or flanged type design except where specifically noted on the Drawings. Valve bodies shall be constructed of cast iron ASTM A 126, Class B, and shall be suitable for use with 125# ANSI flanges. Valves shall meet the full structural requirements of the applicable classes of AWWA C 504.



The valve discs shall be cast iron, semi-steel or bronze with a welded nickel edge free of ribbing or protrusions which may collect solids. The disc-to-shaft connections shall be via polished 316 SS pins. Sprayed or plated discs are not acceptable. All disc seating edges shall be smooth and polished.

The shafts shall be turned, ground and polished. They shall be 300 Series or 400 Series Stainless Steel with diameters per AWWA Spec. C504, Class 75B. The shafts shall be of one-piece construction.

The shaft seals shall be of Hycar or Hypalon and shall be provided to prevent leakage into the bearing chest areas.

The valve bearings shall be Teflon coated, self-lubricating, stainless steel design and construction.

The valve seats shall be Neoprene or Hypalon and shall be simultaneously molded, vulcanized and bonded to the valve body or a rigid reinforcing ring. All surfaces of the valve shall be clean, dry and free from grease before painting. The valve surfaces except for disc, seating and finished portions shall be evenly coated at the factory with a suitable rust inhibitive primer. Hydrostatic and leakage tests shall be conducted in strict accordance with AWWA C 504, Section 12.

The valves shall be manufactured by M & H, Dresser, Dezurik or approved equal and supplied as listed in the valve schedule specified herein.

A. High Pressure Butterfly Valves. High performance butterfly valves, 2" - 12" in ANSI Class 300 design, shall be of the flanged or lugged wafer body style. Bodies shall be of carbon steel or cast 316 stainless steel construction. ANSI Class 300 valves shall provide drip tight shutoff to 740 psi.

All valves shall be furnished with upper and lower body bearings and with thrust bearings to assure disc centering in the seat. Valves are to be furnished with adjustable v-ring packing of PTFE and an adjustable gland. The one piece shaft shall be high strength Condition "B" type 316 stainless steel, and shall be centerless, ground, and polished to minimize bearing and packing wear.

Valve seats shall be of PTFE with integral titanium control ring capable of service in temperature ranges of -100°F to 300°F.

Discs shall be cast 316 stainless steel with concave face to reduce dynamic torque and decrease turbulence.

Valve actuators shall provide external disc position indication. Actuators to be weather proof, factory lubed and equipped with fully adjustable mechanical open and closed position stops.

Valves shall be as manufactured by Dezurik, M & H or approved equal.

B. Manually Operated Butterfly Valves. Manually operated valves shall be operated using a cast iron housed handwheel or chain wheel, as required, available in standard weatherproof construction. All units shall have adjustable open and close position stops and valve position indicator with provision to prevent accidental adjustment changes. The operating shaft shall be supported, axially and radially, at the input end by permanently lubricated bronze thrust and sleeve bearings.

Manually operated butterfly valves shall be furnished and installed as listed in the Butterfly Valve Schedule contained herein.

C. Hydraulically Operated Butterfly Valves. All hydraulically operated butterfly valves shall meet the requirements of Section 2.8 contained herein.

The valves supplied with hydraulic cylinder operators shall be designed and sized according to torque requirements of the valve. The method for calculating torques shall be as outlined in AWWA, Appendix A. Operator shall produce the full AWWA Standard C504 Table 1 output torque throughout entire travel. All hydraulically operated butterfly valves shall be furnished with manual override solenoid valves.

Cylinder actuators shall have working mechanisms fully enclosed and shall be sized for operation using water supply at 40 psi to 100 psi. Contractor shall coordinate cylinder pressure requirements and settings on the plant water pressure reducing valve.

Cylinder pivots shall have bearings. All Cylinder actuators shall be provided with stationary supply connections and flexible cylinder supply lines to allow rigid supply piping to the valve.

Cylinder operator shall be of the base mounted configuration. Cylinder barrel shall be of molybdenum-disulfide lined glass fiber reinforced epoxy tubing, to provide a corrosion-free, self-lubricated high strength barrel. Rod seal shall be of urethane, molybdenum-disulfide filled, to provide a self-lubricated, long life seal.

Piston rod shall be of hard chromium plated 18-8 stainless steel, and shall be top and bottom guided in a heavy cast iron mechanism housing for positive alignment. Guiding shall be accomplished by bronze bearings at end of housing straddling all side loads imposed in operation. Entire operator including piston rod shall be fully enclosed.

The open/close valves shall be supplied with 4-way pre-piped solenoid valves with manual override - NEMA 4 115 V coils, energize to operate.

Open/Closed Valves shall be supplied with speed control for both opening and closing speeds.

Solenoids for open/hold/close (backwash) valves shall be dual coil 4-way with manual override.

Hydraulically operated butterfly valves shall be furnished and installed as listed in the Butterfly Valve Schedule contained herein.

D. Electric Motor Operators. Electric motor operators shall be designed to move the valve from fully open to fully closed with operating speeds such that no undue surge or water hammer occurs when electrical power is applied, and hold the valve disc in any intermediate position between full open and fully closed without creeping or fluttering. Valve, gear, reducer, electric motor operator and accessories shall be furnished complete, ready for installation. Accessories shall include pre-wired control stations with indicating lights, controls and integral reversing contactor furnished for remote operation, and a valve position transmitter and feedback potentiometer enclosed in a NEMA IV housing furnished for remote indication of valve disc position. The motors shall be heavy duty, operating from 120 VAC single phase input source and shall be fused locally. Control compartment shall have internal heater to prevent condensation, a thermal cut-out switch in case of motor overload and four (4) limit switches, 2 to prevent disc overtravel in each direction and 2 for signal-controlled intermediate position stop. Limit switches shall be field adjustable, independent of each other. Limit switches gearing shall be totally enclosed, permanently lubricated. Operator housing shall be heavy, cast aluminum, fully gasketed, capable of remaining watertight for 48 hours submersion in 20 feet of water with conduit access ports sealed.

One handwheel operator shall be furnished for each valve. Operator shall have manual over-ride in which the motor is disconnected when handwheel is in use and the handwheel is not engaged when the motor is in operation.

Motor operation and controls shall be Henry Pratt, AUMA Actuators, or equal.

All valves to be integrated to a flow tube to provide means of rate of flow control shall be equipped with a proportional positioning system to be internally wired to the electric operator for remote indication and control of position of the disc. This system shall be capable of converting a DC milliampere output signal from rate of flow controller to accurate the valve operator to the position required. All valves equipped with electric operators for open and close service shall have on and off position indicators and transmitters.

### **3.0 EXECUTION**

#### **3.1 INSTALLATION**

Installation shall be in accordance with manufacturer's recommendations.

#### **4.0 MEASUREMENT AND PAYMENT**

Valves are included in the fabricated piping of a structure or specific bid item and separate payment will not be made unless provided for in the Bid Schedule. Costs are to be included in the work to which they are subsidiary.

**END OF SECTION 13500**

## **DIVISION 16: ELECTRICAL**



## SECTION 16020

### GENERAL ELECTRICAL REQUIREMENTS

#### 1.0 GENERAL

##### 1.1 SCOPE OF WORK

- A. Provide all labor, material, tools, approvals, utility connection fees, excavation, backfill, and other services and equipment necessary to install the electrical system as shown on the Contract Drawings and as specified herein.
- B. Each Contractor bidding on the work included in these Specifications shall view the building site and carefully examine the contract Drawings and Specifications, so that he/she may fully understand what is to be done, and to document existing conditions.

##### 1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Contractors bidding work under this Contract shall read and understand Division Zero and Division 1 - General Requirements. If any discrepancies are discovered between this Division and the General Requirements, the above mentioned documents shall overrule this section.
- B. Section 16900 – Control Panel

##### 1.3 SUBMITTALS

- A. Provide shop drawings including descriptive literature and/or installation, operation and maintenance instructions. Shop drawings shall be submitted for all equipment proposed to be furnished under this Division.
- B. Electrical submittals shall be submitted after the pumping/process equipment has been approved. Otherwise the Contractor is responsible for any changes and costs incurred as a result of changes necessary to the electrical equipment.
- C. Shop Drawings shall be clearly marked and or highlighted as to which product, type, option, etc. is being submitted.
- D. Where wiring diagrams are not shown on the Contract Drawings, they are to be provided by the supplier of the equipment served.

#### 1.4 SYMBOLS AND ABBREVIATIONS

- A. The symbols and abbreviations generally follow standard electrical practice, however, exceptions to this shall be as shown on the Contract Drawings.

#### 1.5 COORDINATION WITH OTHER TRADES

- A. The Contractor shall coordinate the electrical work with that of other trades to ensure proper final location of all electrical equipment and/or connections.

#### 1.6 CODES

- A. Comply with the latest revision of the following codes:

1.	Kentucky Building Code	KBC
2.	National Electrical Code	NEC
3.	National Electrical Safety Code	NESC
4.	Underwriters Laboratories, Inc.	UL
5.	National Fire Protection Association	NFPA
6.	National Electrical Manufacturers Association	NEMA
7.	Occupational Safety and Health Administration	OSHA
8.	Insulated Cable Engineers Association	ICEA
9.	Instrument Society of America	ISA
10.	American National Standards Institute, Inc.	ANSI
11.	Anti-Friction Bearing Manufacturers Association, Inc.	AFBMA
12.	Federal Communications Commission	FCC

- B. Comply with any other applicable federal, state, or local laws and ordinances.

- C. Where the Engineer's design requires a higher standard than the applicable code, the Engineer's design shall be followed.

#### 1.7 INSPECTIONS AND PERMITS

- A. Inspection of the electrical system on all construction projects is required. If the local government has appointed a state licensed inspector, the Contractor shall be required to use that person to perform the inspections. If a locally mandated inspector does not exist, the Contractor shall select and hire a state licensed inspector, who has jurisdiction before any work is concealed.

- B. At the time of completion of the project, there shall be furnished to



the Owner and Engineer a certificate of compliance, from the agency having jurisdiction pursuant to all electrical work performed.

- C. All permits necessary for the complete electrical system shall be obtained by the Contractor from the authorities governing such work.

## 1.8 STORAGE

- A. All work, equipment, and materials shall be protected against dirt, water, or other injury during the period of construction. Complete replacement with new equipment is required for any damaged materials.
- B. Sensitive electrical equipment such as motor starters, controls, transmitters, etc., delivered to the jobsite, shall be protected against injury or corrosion due to atmospheric conditions or physical damage by other means. Protection is interpreted to mean that equipment shall be stored under roof, in a structure properly heated in cold weather and ventilated in hot weather. Provision shall be made to control the humidity in the storage area at 50 percent relative. The stored equipment shall be inspected periodically, and if it is found that the protection is inadequate, further protective measures shall be employed.

## 1.9 MATERIALS

- A. All materials used shall be new and at least meeting the minimum standards as established by the NEC and/or National Electrical Manufacturers Association. All materials shall be UL listed for the application where a listing exists. All equipment shall meet applicable FCC requirements and restrictions.
- B. The material and equipment described herein has been specified according to a particular trade name or make to set quality standards. However, each Contractor has the right to substitute other material and equipment in lieu of that specified, other than those specifically mentioned at matching or for standardization, providing such material and equipment meets all of the requirements of those specified and is accepted, in writing by the Engineer.
- C. The reuse of salvaged electrical equipment and/or wiring will not be permitted unless specified herein or indicated on the Contract Drawings.

- D. All salvaged or abandoned electrical materials shall become the property of the Contractor and shall be removed from the job site upon completion of the project, unless otherwise noted on the Contract Drawings or specified herein.

#### 1.10 ERRORS, CORRECTIONS, AND/OR OMISSIONS

- A. Should a piece of utilization equipment be supplied of a different size or horsepower than shown on the Contract Drawings, the Contractor shall be responsible for installing the proper size wiring, conduit, starters, circuit breakers, etc., for proper operation of that unit and the complete electrical system at no extra cost to the Owner.
- B. It is the intent of these Specifications to provide for an electrical system installation complete in every respect, to operate in the manner and under conditions as shown in these Specifications and on the Contract Drawings. The Contractor shall notify the Engineer, in writing, of any omission or error at least 10 days prior to opening of bids. In the event of the Contractors failure to give such notice, he/she may be required to correct work and/or furnish items omitted without additional cost.
- C. Necessary changes or revisions in electrical work to meet any code or power company requirement shall be made by the Contractor without additional charge.

#### 1.11 GUARANTEES AND WARRANTIES

- A. The Contractor shall guarantee all work including equipment, materials, and workmanship. This guarantee shall be against all defects of any of the above and shall run for a period of 1 year from the date of acceptance of the work, concurrent with the one-year guarantee period designated for the general construction contract under which electrical work is performed.
- B. Repair and maintenance for the guarantee period is the responsibility of the Contractor and shall include all repairs and maintenance other than that which is considered as routine. (That is oiling, greasing, etc.) The Engineer shall be the judge of what shall be considered as routine maintenance.

#### 1.12 TESTING

- A. After the wiring system is complete, and at such time as the

Engineer may direct, the Contractor shall conduct an operating test for acceptance. The equipment shall be demonstrated to operate in accordance with the requirements of these Specifications and the Contract Drawings. The test shall be performed in the presence of the Engineer or his authorized representative. The Contractor shall furnish all instruments and personnel required for the tests, as well as the necessary electrical power.

- B. Before energizing the system, the Contractor shall check all connections and set all relays and instruments for proper operation. He shall obtain all necessary clearances, approvals, and instructions from the serving utility company prior to placing power on the equipment.
- C. Cost of utilities for testing done prior to beneficial occupancy by the Owner shall be borne by the Contractor.

#### 1.13 CLEANUP

- A. Cleanup shall be performed as soon as possible after the electrical installation is complete. All control panels, switches, etc., shall be free from tags, stickers, etc. All painted enclosures shall be free from scratches or splattered paint. The interior of all enclosures shall be clean from dust, wire strippings, etc. Surplus material, rubbish, and equipment shall be removed from the jobsite upon completion of the work.
- B. During construction, cover all Owner equipment subject to damage.

#### 1.14 EXCAVATION AND BACKFILL

- A. Excavation for conduits shall be of sufficient width to allow for proper jointing and alignment of the type conduit used. Conduit shall be bedded on original ground unless indicated otherwise on the Drawings. Where conduit is in solid rock, a 6 inch earth cushion must be provided. Conduit shall be laid in straight lines between pull boxes and/or structures unless otherwise notes on the Contract Drawings. The cost of solid rock excavation shall be included in the lump sum bid.
- B. Backfill shall be hand placed, loose granular earth for a height of 6 inches above the top of the largest conduit. This material shall be free of rocks over 1/2 inches in diameter. Above this, rocks up to 3" diameter may be included but must be mixed with sufficient earth to fill all voids.

#### 1.15 POWER COMPANY COORDINATION

- A. The Contractor is responsible for coordinating all activities onsite by the power company.
- B. The Contractor is required to meet all requirements and special provisions of the power company. The Contractor shall coordinate with the utility prior to bidding the project. No extras will be allowed for provisions required by the power company.

#### 1.16 TEMPORARY ELECTRICAL POWER

- A. The Contractor shall be responsible for providing temporary electrical power as required during the course of construction and shall remove the temporary service equipment when no longer required.

#### 1.17 OVERCURRENT PROTECTION

- A. Circuit breakers or fused switches shall be the size and type as written herein and shown on the Contract Drawings. Any additional overcurrent protection required to maintain an equipment listing by an authority having jurisdiction shall be installed by the Contractor at no extra cost to the Owner.

#### 1.18 TRAINING

- A. Provide onsite training on major items of equipment. The training shall be conducted by a qualified representative of the manufacturer, and shall be sufficient in content and length such that the Owner's personnel are fully qualified to operate, maintain, and troubleshoot the equipment. O&M manuals must be approved before training can commence. Only one training class is required for each item of equipment. Coordinate the time/date with the Owner.
- B. An official training report shall be submitted to the Engineer. It shall be signed by Owner's personnel.

#### 1.19 RECORD DRAWINGS

- A. The Contractor shall maintain 1 set of the Contract Drawings on the job in good condition for examination at all times. The Contractor's qualified representative shall enter upon these Drawings, from day to day, the actual "as-built" record of construction and/or alteration progress. Entries and notes shall be made in a neat and legible

manner and these Drawings delivered to the Engineer after completion of the construction, for use in preparation of Record Drawings. Underground lines must be dimensioned to permanent structures.

#### 1.20 MAINTAINING CONTINUOUS ELECTRICAL SYSTEM AND SERVICE

- A. Existing service continuity shall be maintained at the existing water tank until the system is ready to change over. Outage time shall be minimized and coordinated in advance with the Owner. Contractor shall provide temporary power provisions necessary to maintain SCADA monitoring of the tank for any outage longer than 12 hours in duration.

#### 1.21 GROUNDING AND BONDING

- A. All metallic conduit, cabinets, equipment, and service shall be grounded in accordance with NEC requirements. All supporting framework in contact with electrical conduit, cable, and/or enclosures, shall be properly grounded.

#### 1.22 SERVICE ENTRANCE

- A. Conductors and terminations for service entrances shall be furnished and installed by the Contractor. Voltage, phase, and number of wires shall be as shown on the Drawings. Clearances for overhead entrance wires shall be per power company, NEC, and NESC requirements.

#### 1.23 CONTRACTOR LICENSING

- A. The Contractor performing the electrical work on this project shall be a licensed electrical contractor in the State of Kentucky.

#### 1.24 ELECTRICAL COMPONENT MOUNTING HEIGHTS

- A. Mounting heights shall be as shown on the Contract Drawings. Operators and control devices shall not be mounted higher than 6'6" above finished floor or grade.

#### 1.25 EQUIPMENT IDENTIFICATION

- A. All starters, feeder units, disconnects, instruments, etc., shall be marked to indicate the motors, circuit, they control or monitor.

Marking is to be done with engraved laminated nameplates. Nameplates shall be fastened to equipment with stainless steel screws, one each side. In no way shall the installation of the mounting screws void the NEMA enclosure rating of the equipment in which they are installed. If there are more than one number, the equipment shall be numbered consecutively and labeled as such. Nameplate background color shall be white, with black engraved letters.

- B. Disconnect switches, control panels, transfer switches, panelboards etc. shall be labeled with orange OSHA-compliant vinyl self-adhesive signs that list the maximum voltage contained inside the cabinet or panel.

## 1.26 EQUIPMENT CONFIGURATION/PROGRAMMING

- A. Any equipment furnished by the Contractor is required to be configured or programmed by the Contractor or his subcontractor/vendor. Any necessary studies or engineering necessary to configure or program this equipment shall be provided by the Contractor as needed to place the equipment into successful operation. Engineer or Owner will not be responsible for equipment configuration or programming.
- B. If a manufacturer or manufacturer's representative is required to startup/commission the equipment in these Specifications, then it is required that the Contractor provide the services of the manufacturer to configure/program the equipment. This includes the provision of any necessary studies or engineering necessary for the configuration/programming.

## 2.0 **PRODUCTS**

### 2.1 ACCEPTABLE MANUFACTURERS

- A. Raceways
  - 1. Rigid Aluminum Conduit - "Allied," "Wheatland," "Indalex," or equal.
  - 2. PVC Conduit – "Allied," "Carlson," "Cantex," or equal.
  - 3. Liquidtight Flexible Metal Conduit – "Allied," "Anaconda," or equal.
- B. Wires and Cables

1. Building Wire (Types THWN and THW) - "Collyer," "Rome," "American," "Carol," or equal.
  2. Instrumentation Cables - "Eaton-Dekoron," "Manhattan," "American," "Belden," "Okonite," or equal.
- C. Boxes - "Appleton," "Crouse-Hinds," "Hoffman," "Rittal," or equal.
- D. Wire Connections and Connecting Devices
1. Termination and Splice Connectors - "3M Scotchlok," "Anderson," "T&B," "Burndy," or equal.
  2. Connectors, Lugs, etc. - "T&B," "Anderson," "Burndy," or equal.
- E. Grounding Equipment - "Cadweld," "ITT Blackburn," "Copperweld Bimetallics Group," "Cathodic Engineering Equipment Co.," or equal.
- F. Motor Control Equipment - "Square D," "Allen Bradley," "Eaton Cutler-Hammer," "G.E.," or equal.

## 2.2 MATERIALS

- A. Conduit and Fittings
1. Aluminum Conduit
    - a. Aluminum conduit shall be extruded from alloy 6063 and shall be the rigid type, non-toxic, corrosion resistant, and non-staining. It shall be manufactured per UL standards as well as listed/labeled by same.
    - b. Fittings, boxes, and accessories used in conjunction with aluminum conduit shall be die cast, copper free type. They shall be resistant to both chemical and galvanic corrosion. All covers shall have neoprene gaskets. Aluminum fittings containing more than 0.4 percent copper are prohibited.
    - c. Aluminum conduit proposed for concrete slab or underground applications shall be UL listed for the purpose and factory pre-coated. Corrosion-resistant taping is allowed for stubouts out of the ground.

2. Polyvinylchloride (PVC) Conduit - PVC conduit and fittings shall be Schedule 80 heavy wall and UL listed. Expansion joints shall be used as recommended by the manufacturer in published literature. PVC systems shall be 90 degrees Celsius minimum UL rated, have a tensile strength of 7,000 psi @ 73.4 degrees Fahrenheit, flexural strength of 11,000 psi and compressive strength of 8,000 psi.
3. Liquidtight Flexible Conduit - Flexible conduit shall be the metallic liquidtight type constructed from flexibly or spirally wound electro-galvanized steel. Connections shall be by means of galvanized malleable iron squeeze type fittings. The conduit shall be light gray in color and have sealtight fittings, type UA.
4. Locknuts shall be bonding type with sharp edges for digging into the metal wall of an enclosure. Myer-style aluminum hubs shall be used rather than locknuts for all NEMA 4X and exterior penetrations.
5. Bushings shall be metallic insulating type, consisting of an insulating insert molded or locked into the metallic body of the fitting. Bushings made entirely of metal or nonmetallic material are not permitted.
6. Corrosion-Protection Tape: The corrosion protection tape shall be Scotchrap 51 or equal with 20mil thickness PVC tape and high-tack adhesive. Degreasing and priming of the conduit is required prior to applying the corrosion-protection tape.

B. Conductors (600 Volts and Below)

1. All conductors shall be insulated so that they are rated at 600 volts.
2. Insulated conductors shall be minimum #12 AWG for power or #14 AWG for control and shall be stranded.
3. All conductors brought to the job site shall be new and unused and where no special factory cut lengths are involved, shall be delivered to the job site in standard coils. Contractor shall provide verification to the Engineer of wire condition before wire is installed.
4. All conductors shall be soft drawn, 98% conductivity copper



conforming to the latest ASTM Specifications and the requirements of the National Electrical Code.

5. Conductors shall be insulated with type THWN insulation and all conduits shown on the Drawings are sized accordingly.
- C. Instrumentation Cable - Instrumentation cable shall have individually shielded and twisted pairs or triads. Conductors shall be tinned copper, and the cable shall include a separate drain conductor. Voltage rating shall be 600 Volt. Conductor colors shall be black and white. Shielding shall be a combination braid/foil with 100% coverage. Insulation shall be PVC or XLPE. Conductors shall be #18AWG minimum, but no smaller than the size indicated on the Drawings. Insulation shall be polyethylene, rated for underground wet location use, and resistance at 68 degrees Fahrenheit between conductors and between conductors and ground should be at least 500 megohms per 1,000 feet.
- D. Boxes and Enclosures
1. Junction boxes for outdoors surface mounting shall be stainless NEMA 4X, with at least 5 ½ full threads for each conduit opening, and shall be suitable for surface mounting as required with drilled external, cast mounting extensions. Box covers shall be hinged or cap screw retained as required, of the same material as the box and provided with stainless steel hardware.
- E. Wire Connections and Connecting Devices
1. Terminals and splice connectors from #22 to #4 AWG shall be compression type with barrels to provide maximum conductor contact and tensile strength. Performance, construction, and materials shall be in conformance with UL standards for wire connectors and rated for 600 Volts and 105 degrees Celsius.
  2. Lugs and splice connectors from #6 AWG to 1000 kcmil shall be compression types with barrels to provide maximum conductor contact and tensile strength. They shall be manufactured from high conductivity copper and entirely tin plated. They shall be crimped with standard industry tooling. The lugs and connectors must have a current carrying capacity equal to the conductors for which they are rated and must also meet all UL requirements. All lugs above #4/0

shall be 2 hole lugs with NEMA spacing. The lugs shall be rated for operation through 35 KV. The lugs shall be of closed end construction to exclude moisture migration into the cable conductor.

#### F. Wiring Devices

1. General – All receptacles shall be heavy duty specification grade duplex receptacle, Nema 5-20R, 20A, 125V, 3-wire. Provide weatherproof cover where indicated on the Drawings.
2. Duplex outlet (interior) - “Hubbell” catalog series 5362, or equal.
3. Ground fault interrupting receptacles shall be required where shown on the Contract Drawings, and shall be indicated by the abbreviation “GFI” beside the circuit symbol on the Contract Drawings. They shall be rated 20 amps (125 volts) and shall be of the duplex, feed through type, capable of protecting all downstream receptacles on the same circuit. They shall be UL listed and shall comply with UL 943 and interrupt the current between 4-6 milliamps of ground fault leakage. Appropriate plates shall be furnished and installed. The 20 ampere rating shall apply not only to device internals but to the faceplate as well. Receptacle shall be Hubbell GFI 5352, or equal.
4. Weatherproof covers shall be Hubbell WP series, Thomas and Betts 2CKG, or equal. They shall be weatherproof-in-use with cast aluminum construction. Mounting screws shall be stainless. Protection shall be Nema 3R.
5. General – Switches shall be industrial grades, 120/227VAC, 20A
  - a. Single pole (exterior) - “Hubbell” cat. no. 1222-gray, or equal.

#### G. Panelboards

1. Shall be UL listed with copper bussing.
2. Enclosure shall be NEMA 1 where located inside, NEMA 3R where located outside.
3. Circuit breakers shall be bolt-in.

4. Panelboards rated for 120/208V service shall have an interrupting capacity of not less than 10,000A, RMS symmetrical.
5. Panelboards rated for 480V service shall have an interrupting capacity of not less than 14,000A, RMS symmetrical.
6. Panelboards scheduled for use as service equipment shall be service-entrance listed and shall have an integral TVSS surge suppressor.

#### H. Motors

1. Ratings and Electrical Characteristics:
  - a. Time: All motors shall be rated for continuous duty.
  - b. Temperature: Maximum ambient temperature of 40 degrees C. and an altitude of 3,300 feet or less, according to service factor and insulation class employed.
  - c. Voltage: All single phase motors shall be rated 115/208/230 volts and all polyphase motor 230/460 volts. All motors shall be capable of normal operation at balanced voltages in the range of + 10 percent from rated winding voltage.
  - d. Frequency: All AC motors shall be rated for 60 hz. operation. All motors shall be capable of normal operation at frequencies 5 percent above or below the normal rating of 60 hz.
  - e. Locked Rotor Current: Locked rotor current shall be in accordance with NEMA standards.
  - f. Efficiency: NEMA premium efficiency is required.
  - g. Speed: Slip shall not exceed 4 percent at full load.
  - h. Service Factor: The service factor shall be 1.15 unless requirements of the driven load necessitate a higher service factor.

- i. Insulation Class: Insulation shall be NEMA Class F or Class H. All motors shall be inverter-duty and suitable for operation on variable frequency drives.
  - j. Design Level: Motors shall be NEMA design B, except as otherwise noted.
  - k. Enclosure: Motors for process equipment 2 HP and smaller shall be totally enclosed. All motors for process equipment larger than 2 HP shall be TEFC (totally enclosed fan cooled), suitable for use indoors or outdoors, except as otherwise noted. Totally enclosed non-ventilated (or air-over) motors may be used for ventilators and other auxiliary equipment that by virtue of the load are provided with more than adequate ventilation. ODP (open dripproof) motors may be used for ventilators where the motor is outside the air stream yet still protected from the weather. Submersible motors shall be air or oil filled and of watertight construction. Motors used in classified atmospheres shall be properly rated for that hazard.
  - l. Winding Overtemperature Sensors: All pump motors shall be provided with motor winding thermostats. The devices shall be hermetically sealed, snap-acting thermal switches, actuated by a thermally responsive bi-metallic disk. A minimum of 1 per phase is required, with switches wired into the control circuit of the starter to provide de-energization should overheating threaten.
2. Tests, Nameplates and Shop Drawings:
- a. Test: Tests shall be required on integral horsepower motors only. A factory certified test report of “electrically duplicate motors previously tested” shall be supplied on all motors under 200 horsepower. The test shall be certified by the factory and shall contain a statement to the effect that complete tests affirm the guaranteed characteristics published in the manufacturer’s catalogs or descriptive literature. Tests shall be in accordance with IEEE test procedures.
  - b. Nameplates: Each motor shall have a permanently affixed nameplate of brass, stainless steel, or other

metal of durability and corrosion resistance. The data contained on the nameplate shall be in accordance with NEMA standards. Provide a spare nameplate with each motor and mount the nameplate in the starter cabinet. A Brady label with equivalent nameplate information will be accepted in lieu of an actual spare nameplate.

3. Efficiency Requirements

- a. The following motor full load efficiency requirements shall be met as a minimum for totally enclosed 3 phase integral horsepower motors (per NEMA test Methods):

Horsepower	Nominal 3600 RPM (Minimum %)	Nominal 1800 RPM (Minimum %)	Nominal 1200 RPM (Minimum %)
1	75.5	82.5	80.0
1.5	82.5	84.0	85.5
2	84	84.0	86.5
3	85.5	87.5	87.5
5	87.5	87.5	87.5
7.5	88.5	89.5	89.5
10	89.5	89.5	89.5
15	90.2	91.0	90.2
20	90.2	91.0	90.2
25	91.0	92.4	91.7
30	91.0	92.4	91.7
40	91.7	93.0	93.0
50	92.4	93.0	93.0
60	93.0	93.6	93.6
75	93.0	94.1	93.6

100	93.6	94.5	94.1
125	94.5	94.5	94.1
150	94.5	95.0	95.0
200	95.0	95.0	95.0

- b. Motors shall be energy efficient and shall be documented in the shop drawings submittal in sufficient detail to allow the Engineer complete review of what is offered. Motors shall meet NEMA premium efficiency standards.

I. Surge Protection Devices

1. Distribution Equipment TVSS:

- A. The TVSS shall be suitable for application in category C3 environments as described in ANSI/IEEE C62.41. The TVSS shall be of parallel design and provide protection, line to ground, neutral to ground, and line to neutral for wye or delta distribution systems. The TVSS shall be compatible with the indicated electrical system, voltage, current and distribution configuration.
- B. TVSS shall comply with ANSI/IEEE C62.1, C62.41, and C62.45. The TVSS shall be capable of surviving 1,000 sequential category C3 surges without failure following IEEE test procedures established in C62.45.
- C. The TVSS shall have LED indicators that provide indication of suppression failure. It shall also have a surge counter. It shall also have a relay contact that provides remote indication of surge protection failure.
- D. The TVSS maximum continuous operating voltage (MCOV) shall be capable of sustaining 110 percent of the nominal RMS voltage continuously without degradation.
- E. TVSS shall have surge current capacity of 80,000 amps minimum per mode with a response time no greater than 5 nanoseconds, for any of the individual protection modes, under laboratory conditions with optimum lead lengths.
- F. The TVSS UL 1449 surge suppression rating for any

suppression mode shall not exceed:

Electrical System Voltage	Phases	UL 1449 Surge Suppression Ratings
120/240	1	330V
120/240	3	330V
120/208	3	330V
208	3	700V
277/480	3	700V
480	3	1500V

#### J. Safety Switches

1. All safety switches shall be heavy-duty load break type with a quick-make, quick-break, switch mechanism. The switches shall be fused or unfused as indicated on the Drawings. The handle position shall give visual indication of open and closed switch position. Padlocking capability shall be provided for locking the switch in the "OFF" (open) position.
2. The switch jaws shall be multi-spring type for positive grip of the switch blades and shall be provided with arc suppressors. The fuse clips shall be spring reinforced, positive pressure type of electrolytic copper. Fuse clips shall be rejection type.
3. The switch shall be provided with cover-blade interlock so that the cover cannot be opened when the switch blades are closed, nor can the switch blades be closed with the cover open. Interlock bypassing devices shall be included for use by authorized personnel. Note: where indicated, safety switches shall have integral electrical interlocks. Contacts shall be open when the switch is in the off position.
4. Enclosures shall be NEMA 1 where used inside the building and NEMA 3R stainless steel where used outside unless otherwise shown on the Drawings.
5. Each safety switch shall be provided with ground lugs as required to accept grounding conductors as shown on the Drawings. The grounding lugs shall be factory installed and shall have direct metal-to-metal contact with the switch enclosure.

6. Double throw fused safety switches shall be furnished where indicated. They shall be lockable in any position and shall be service-entrance rated. They shall be heavy-duty NEMA 3R unless noted otherwise.

K. Portable Generator Receptacle

1. Generator receptacle shall be Crouse-Hinds Arktite series, Killark, or equal. Shall be UL1682 and 514 compliant.
2. Provide a heavy-duty, surface mounted generator receptacle with back box and all accessories. Provide the rating indicated on the Drawings. Sizes through 200A shall be load-break type.
3. The generator receptacle shall be the "Style 2" metallic type with factory installed jumper to bond the metallic housing to the grounded conductor.
4. The generator receptacle shall have reversed contacts such that personnel will not be exposed to live voltage even if the generator is running.
5. The receptacle shall be a 4-wire, 4-pole model where used for 3-phase duty.
6. The receptacle shall be NEMA 4 weatherproof with a cap for protection while not in use.

L. Motor Control – See Section 16900 for requirements.

M. Overcurrent Protection

1. Main 3-Phase Breakers – Shall be thermal-magnetic, molded-case, Type FA or KA as needed, Square D or equal. Provide service-entrance rated where indicated on the Drawings as being used in a service entrance application.
2. Power Fuses – Utilize Class J fuses and fuse blocks. Fuse blocks must have protective cover. Fuses may only be used where indicated on the Drawings. Otherwise, use circuit breakers.

N. Lighting

1. All fixtures shall be delivered complete with suspension and



mounting accessories, ballasts, diffusers, reflectors, etc., all wired and assembled. All accessory wiring shall be furnished and installed as shown on the Contract Drawings.

2. All supports required for luminaires shall be furnished and installed by the Contractor.
- O. Supporting Devices – All strut, channel, conduit clamps/straps, and other supporting devices shall be either stainless steel or aluminum. All hardware such as nuts, bolts, anchors, washers, etc. shall be stainless steel.
- P. General Purpose Dry-Type Transformers
1. Single phase transformers shall be 480 or 600 volt primary and 120/240 volt secondary. Transformers 25 KVA and larger shall have a minimum of 4 (2 above, 2 below) 2 ½ percent full capacity primary taps.
  2. Transformers shall be 150 degrees Celsius temperature rise above a 40 degrees Celsius ambient. All insulating materials are to be in accordance with the latest NEMA Standards for a 220 degrees Celsius UL recognized insulation system.
  3. Transformer coils shall be of the continuous wire wound construction and shall be impregnated with non-hygroscopic, thermo-setting varnish. The coils shall also have a final wrap of electrical insulating material to prevent mechanical injury to the wire as well as increasing the electrical breakdown strength.
  4. All cores shall be constructed of high grade, non-aging silicon steel with high magnetic permeability, and low hysteresis and eddy current losses. Magnetic flux densities are to be kept well below the saturation point. The core laminations shall be clamped together with steel angles. The completed core and coil shall then be bolted to the base of the enclosure but isolated from the base by means of rubber, vibration absorbing mounts. There shall be no metal-to-metal contact between the core and coil to the enclosure. On transformers 500 KVA and smaller, the vibration isolation system shall be designed to provide a permanent fastening of the core and coil to the enclosure. To further facilitate vibration and noise isolation, the final section of conduit to the transformer shall be flexible.

5. Transformers 25 KVA and larger shall be in heavy gauge, sheet steel, ventilated enclosures. The ventilating openings shall be designed to prevent accidental access to live parts in accordance with UL, NEMA, and National Electrical Code Standards for ventilated enclosures.
6. The entire transformer enclosure shall be degreased, cleaned, phosphatized, primed, and finished in ANSI gray.
7. The maximum temperature of the top of the enclosure shall not exceed 50 degrees Celsius rise above a 40 degrees Celsius ambient.
8. The core of the transformer shall be visibly grounded to the enclosure by means of a flexible grounding conductor sized in accordance with NEMA and NEC Standards.
9. The transformer shall be marked "DANGER HIGH VOLTAGE" with labels specified in the section on marking, this Division.
10. The transformers shall be manufactured to requirements of applicable standards, especially as they apply to noise level and surface temperatures.

Q. Pressure Switches

1. Pressure switches shall be industrial type NEMA 4X epoxy-coated aluminum body with UL listing.
2. The pressure switch shall have a single pole double throw relay output. The setpoint shall have an adjustable range suitable for operation in the conditions shown on the Drawings and in the equipment specifications.
3. The switch shall be rated for operation in  $-25^{\circ}\text{F}$  to  $130^{\circ}\text{F}$  ambient. Setpoint shall drift no more than 1.5% for a  $50^{\circ}\text{F}$  ambient temperature change.
4. Setpoint repeatability shall be within 1.5% of adjustable range, maximum.
5. Electrical connection shall be either a  $\frac{1}{2}$ " or  $\frac{3}{4}$ " threaded connection.

6. Pressure connection shall be NPT.
  7. Provide isolation valve and bleed valve suitable for removing the pressure switch from its connection under pressure.
  8. The pressure switch shall be Omega, or equal.
- R. Pressure Transmitters – Owner will furnish pressure transmitters for Contractor installation. Contractor shall provide all instrumentation tubing in Type L hard-drawn copper and Contractor shall provide all fittings and bronze ¼-turn ball valves. Install per detail on the Drawings.

### **3.0 EXECUTION**

#### **3.1 INSTALLATION/APPLICATION/ERECTION**

##### **A. Conduit**

1. PVC conduit shall be utilized below grade, and aluminum conduit shall be used above grade. The transition from PVC to aluminum shall occur below grade prior to the elbow. The aluminum conduit shall be taped with corrosion-prevention tape from the transition point to 6" above finished grade.
2. The Contractor shall be responsible for setting of all sleeves for his work. Passage of conduit through masonry and concrete walls shall be provided with steel pipe sleeves. Sleeves shall be flush with each face of the wall. Seal space between sleeve and conduit with oakum and waterproof mastic.
3. All conduit 1-1/4 inches and larger shall be sleeved.
4. Concrete encasements of underground conduit shall be installed where shown on the Drawings or specified herein. Concrete shall be 2500 psi in strength, dyed red throughout and shall be sized as detailed on the drawings.
5. During construction, all new conduits shall be kept dry and free of moisture and debris. Before the wire is pulled in, all conduits shall be swabbed to clear all moisture and debris which may have unavoidably accumulated.
6. Rigid conduits, where they entered panelboards, cabinets, pull boxes or outlet boxes shall be secured in place by

galvanized, double locknuts (one inside and one outside) and bushings. Conduit bushings shall have insulating material which has been permanently fastened to the fittings.

Bushings for conduit 1-1/2 inches trade size and larger shall be complete with grounding lug and shall be bonded to the box by means of bare copper wire. Myers hubs shall be utilized rather than locknuts for all exterior and NEMA 4X penetrations.

7. All field bends shall be made with standard tools and bending equipment manufactured especially for this purpose. Bends in metallic conduit shall be made while cold and in no case shall the conduits be heated. Conduits shall not be bent through more than 90 degrees.
8. Size of conduits shall not be less than that required by the National Electrical Code. The Contractor shall install larger size conduits than detailed where there is more than 100 feet of unbroken run or where the total of the angles through which the conduit has been bent during a single run exceeds 270 degrees.
9. In general, flexible conduit is prohibited. Where absolutely necessary, it shall be liquidtight, with maximum lengths of 3 feet.
10. All conduit joints shall be made up tight and no running threads shall be permitted on threaded connections. No kinked, clogged or deformed conduits shall be permitted on the job.
11. During construction, all installed conduits shall be temporarily capped or corked.
12. All moisture proofing or other material for thread protection shall be removed from conduit threads prior to installation. No material of insulating quality shall be used on the conduit threads or other places which will reduce the overall conductivity of the conduit system.
13. Raceways shall be securely and rigidly fastened in place with conduit clamps or approved conduit hangers. Bolts, screws, etc. used in securing the work shall be stainless steel and of ample size for the service. Assembly bolts, nuts, washers, etc., shall be stainless steel. Raceways shall NOT be welded to steel structures.

14. Horizontal and vertical conduit runs shall be supported by one hole straps with clamp backs, special brackets, or other approved devices with suitable bolts, expansion shields where required. All mounting hardware shall be stainless steel.
15. The use of perforated iron straps or wire for supporting conduits will not be permitted.
16. Where conduit is run in a concrete slab, the conduit shall be installed as close to the middle of the concrete slabs as practicable without disturbing the reinforcement. The outside diameter shall not exceed one-third of the slab thickness and conduits shall be placed not closer than three diameters on centers, except at cabinet locations where the slab thickness shall be increased upon consultation with and approval by the Engineer.
17. Depth of bury for all conduit shall be as indicated but not less than 30 inches below finished grade.
18. All conduit shall have an insulated ground wire pulled to all equipment.
19. All conduits penetrating enclosures shall have duct seal applied to seal the conduit and prevent moisture from entering the enclosure.

B. Wire and Cable (600 Volts and Below):

1. All wiring shall be installed in conduit. Wire shall not be installed until all work of any nature that may cause injury to the wire is completed.
2. Mechanical means shall not be used in pulling in wires No. 8 or smaller.
3. Approved wire pulling lubricant shall be used as required to prevent insulation damage and over stressing of the wire while pulling through conduit. In no case shall conductors be greased or coated with any substance injurious to the conductor insulation or sheath.
4. All wiring in control equipment, cabinets, etc., shall be neatly

wrapped, taped, or laced into groups to provide a neat and orderly appearance in the equipment.

5. Where the wire is shown larger than that required for the load, it is done so for voltage drop or other purposes and must be installed as shown. Where the wire is stranded, the removal of strands in order to install the wire into a lug provided on any equipment will not be permitted. A larger lug shall be installed which will accept the wire size indicated.
6. For the wiring of circuits consisting of AWG No. 10 or smaller wire, self-insulated pressure connectors (wirenuts) shall be utilized for all splices or joints.
7. Where indicated on the Drawings, cables entering enclosures shall be sealed using strain relief connectors suitable for Class I, Division 1, Group D hazardous locations. The purpose of the connector is to provide a seal between the hazardous and non-hazardous location without the use of sealing fittings.
8. Each wire shall be labeled at both termination points. Individual conductor or circuit identification shall be carried throughout, with circuit numbers or other identification clearly stamped on terminal strips and shown in wiring diagrams.
9. In all junction boxes, cabinets, control compartments and terminal boxes where no terminal board is provided, each wire, including all power wires, shall be properly identified by plastic coated, self-adhesive, wire marker.
10. In cases similar to the above where the terminal boards are provided for the control, indicating, and metering wires, all wires including motor leads and other power wires shall be identified by wire markers as specified above.
11. Equipment ground wire insulation shall be colored green or green with two or more yellow stripes. Isolated grounding conductors shall be green with striping that identifies the conductor as "isolated ground" and different from the equipment (bonded) ground.
12. In general and unless otherwise shown on the drawings, no two wires of the same color shall be run in the same conduit except such as control wiring, switch legs, neutral, and

ground. Where a conduit run is shown on the drawings to have two or more wires connected to the same phase and, therefore, are the same color, pressure sensitive, plastic marked wire marker identification tape shall be used wherever the wire is accessible (junction boxes, panels, device boxes, etc). The numbers shall in each case, correspond to the circuit number and panelboard from which the circuit emanates. Control wiring inside any compartment which may be energized from a source outside the compartment shall have insulation. Where yellow insulated wires are used inside any cabinet, compartment, etc., a machine engraved, laminated plastic identification marker shall be installed on the outside of the compartment.

13. Insulation on ungrounded conductors larger than AWG #10 and on grounded (neutral) and grounding (equipment ground) conductors larger than AWG #6 may be black with color coding accomplished with the use of colored plastic tape. Tape shall be installed on the conductors wherever they are visible and shall be wrapped at least three (3) turns around the conductor.

14. All wiring on this project, except control wiring, shall reflect the phase relationship as follows:

480 volt system: brown, orange and yellow for ungrounded conductors, gray with brown tracer for neutral conductors.

208Y/120 volt system: black, red and blue for ungrounded conductors, white for neutral conductors.

120/240 volt, 3-phase

4-wire,delta system:black, red for ungrounded conductors, orange for ungrounded conductor connected to "high leg", white for neutral.

## C. Grounding

1. Ground rods shall be driven vertically into the earth to at least one foot below finished grade. Where a counterpoise or grounding grid is indicated and where rock is encountered at a depth of less than four (4) feet, rods shall be buried in a trench at not less than two feet below finished grade, and at

equal angles from any two adjacent sides on the outside of the counterpoise or grid. In these cases, at the Contractor's option, equal lengths of bare conductor of the same size as the counterpoise or grid may be used in place of ground rods.

2. Conductors connecting the main ground bars in switchgear to the earth shall be continuous without joints or splices. Connections to the grounding system at the switchgear shall be made with pressure connectors such as defined in Article 100, "Connector, Pressure (Solderless)", of the National Electrical Code.
3. Connections to ground rods and all other ground connections below grade shall have a minimum mechanical contact surface area between the conductor and the ground rod of not less than three (3) square inches.
4. All connections made below finished grade shall be exothermic.
5. Installation of grounding conductors shall be such that they are not exposed to physical damage. All connections shall be firm and tight. Conductors and connectors shall be so arranged and provided so that there is no strain upon the connection. Buried equipment grounding conductors shall be buried at least 24 inches below finished grade and shall not be buried below concrete pads, paving, etc. except where running a tap to the grid or where shown on the contract drawings. Where buried below concrete or paving, grounding conductors shall be in rigid conduit unless shown on the drawings as a part of a grid.
6. Resistance measurements shall be made between the main grounding bar in the switchgear and a good earth ground. If this resistance is not equal to or less than 5 Ohms, an additional grounding electrode system in the form of ground rods installed and connected together in a 10 feet by 10 feet grid shall be added. The rods shall be connected together and this grid connected to the system with AWG #3/0 bare tinned copper. The number of rods shall be as required to register the resistance value mentioned above. Measurements shall be made in normally dry conditions and, in no case, less than 48 hours after rainfall. Submit a ground test report to the Engineer using the "Fall of Potential" method and appropriate ground testing instrumentation.



7. Where a bare conductor is the only conductor installed in conduit or other raceway, and this conductor is serving as a grounding conductor, it shall be bonded to the raceway that contains it at each end of the raceway. The bond shall be made using a grounding type bushing and bonding jumper. The size of the jumper shall be the maximum size that the grounding bushing lug will accept and it shall be connected to the bushing with the lug and to the grounding conductor with a split bolt connector.
8. All metal electrical equipment cabinets (wireways, panels, switchgear, device boxes, junction and pull boxes, motor control panels, etc.) shall be securely bonded to a grounding conductor running through any conduit terminating at the cabinet or enclosure by use of a grounding lug bushing and jumper wire to the enclosure wall. Switchgear, panelboards and motor control equipment shall be provided with an equipment ground bus (including lugs or screw terminals) securely bonded to the enclosure. Junction boxes and other enclosures shall utilize an equipment ground bus or lug as required to securely bond the equipment grounding conductor to the enclosure. The grounding conductor shall be connected with pressure connectors at the main switchgear to the main grounding system. Where screw terminals or set screw lugs are used, sufficient lugs shall be provided such that not more than one conductor is installed into each lug or terminal.
9. No raceway (including rigid steel conduit, EMT, etc.) shall serve as a grounding conductor.
10. All main feeder circuits and all branch circuits shall contain a grounding conductor sized according to Table 250-95, Article 250 of the National Electrical Code or as shown on the drawings. This grounding conductor shall be connected to the main grounding conductor in the switchgear from which the circuit emanates. Individual components of the system served by the main feeder circuit shall have their enclosures connected to the main feeder grounding conductor with pressure connectors.
11. The grounding conductor serving motor circuitry shall be connected inside the entrance compartment to the motor frame with a bolted solderless pressure connector. Bolts, nuts, washers and other assorted hardware shall be bronze,

cadmium plated steel, or other corrosion resistant material. The motor ground connection shall be to the motor frame and independent of the mounting bolts or sliding base.

12. Where lightning arresters are furnished and installed either separately or with equipment and the grounding connections are not inherently provided, a suitable, separate, grounding conductor shall connect the lightning arrester with a separate ground rod. This rod shall be interconnected with any adjacent grounding system.
13. Grounded and Grounding Conductor: Connections to the grounding conductor and/or the neutral (grounded) conductor shall be made in such a manner that removal of any device or equipment will not interrupt the continuity of these conductors to any device downstream from the device removed.

#### D. Lighting

1. The Contractor shall furnish all light fixtures, lighting equipment, components, hangers, etc., as shown on the Contract Drawings and shall install them at the locations shown on the Contract Drawings.
2. Mounting heights specified as indicated shall be to bottom of fixture. Coordinate exact mounting of lighting fixture with type, style and pattern of ceiling being installed.
3. Clean interior lighting fixtures of dirt and debris upon completion of installation. Protect installed fixtures from damage during remainder of construction period.
4. At date of substantial completion, replace lamps in lighting fixture.
5. No light fixtures shall be hung or installed until after painting is completed, however, the Contractor shall provide temporary lighting. Fixtures in suspended ceilings shall be fastened to the main tees of the ceiling grid.

**END OF SECTION 16020**



# REPORT OF GEOTECHNICAL EXPLORATION

AMERICAN ENGINEERS, INC.

JULY 2019  
KENVIRONS INC.  
DIXIE BEND ELEVATED  
WATER TANK  
PULASKI COUNTY, KY





**REPORT OF GEOTECHNICAL EXPLORATION  
KENVIRONS INC.  
DIXIE BEND ELEVATED WATER TANK  
PULASKI COUNTY, KENTUCKY**

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**REPORT OF GEOTECHNICAL EXPLORATION  
KENVIRONS INC.  
DIXIE BEND ELEVATED WATER TANK  
PULASKI COUNTY, KENTUCKY**

**1 GENERAL SITE DESCRIPTION**

The site is located at 97 Dixie Tower Drive in Burnside, Kentucky proximate to the existing elevated water tank. The proposed project includes the replacement of the existing tank with a 100,000-gallon elevated water storage tank supported on four legs with a center riser.

The topography of the site is best described as gently sloping within the tank footprint and hilly surrounding the tank on all sides. The ground elevation in the vicinity of the tank is approximately 1280 feet. Visual review of the boring locations indicates there is approximately one foot of elevation change within the proposed tank footprint. Structural loads are unknown at the time of this report but are anticipated to be on the order of 150 kips for the outside columns (legs) with the center column (riser) on the order of 450 kips.

**2 GENERAL SITE GEOLOGY**

Available geologic mapping (*Geologic Map of the Burnside Quadrangle (GQ-1253), Pulaski County Kentucky, KGS 1976* and the Kentucky Geologic Map Information Service online) shows the site to be underlain by Lower Pennsylvanian-aged deposits of the Alvy Creek Geologic Unit which is a member of the Breathitt Formation. Geologic mapping indicates the uppermost bedrock beneath the site to be comprised of sandstone. Mapping describes the sandstone as light gray to orange, fine to medium grained, thick to medium bedded, locally crossbedded, quartzose and conglomeratic in a few places. The sandstone unit at this location is described as thick and massive.

Available geologic mapping (*Geologic Map of the Burnside Quadrangle (GQ-1253), Pulaski County Kentucky, KGS 1976* and the Kentucky Geologic Map Information Service online) shows three coal seams within a mile of the proposed structure. Coal seam A (Id: 14628) and coal seam B (Id: 14635) are both 13 inches in thickness. Coal seam C (Id: 14652) is 26 inches in thickness. The elevations of seams A, B and C are 1085, 1130 and 1159, respectively. All three coal seams were identified by outcrops. Kentucky Mine Mapping Information Center mapping indicates that an area approximately 1,100 feet south of the site was permitted and appears to have been extensively mined.

**3 SCOPE OF WORK PERFORMED**

The geotechnical exploration consisted of drilling three soil test borings to auger refusal. Rock coring was performed in two of the soil test borings advancing 20 feet beyond the auger refusal

depth. The borings were staked and elevated relative to existing site features by members of Kenvirons, Inc. before drilling took place. A boring layout is included in Appendix A of this report.

The borings were drilled by an AEI drill crew using a truck-mounted drill rig equipped with continuous flight hollow-stem augers and an NQ2-size diamond coring bit. Standard penetration tests (SPT's) were performed in each of the soil test borings at 2 ½ foot intervals to the refusal depth. An experienced Soils Engineering Technician was on-site throughout the fieldwork to log the soil and rock encountered during the drilling operation, with particular attention given to soil type, color, relative moisture content, primary constituents and soil strength consistencies. The recovered soil samples and rock core were further classified in the lab by experienced laboratory personnel and verified by a Geotechnical Engineer.

The natural moisture content of the soil samples was determined in the laboratory. The natural moisture content is denoted as (W%) and shown as a percentage of the dry weight of the soil on the boring logs. In addition, Atterberg limits and Slake Durability Index (SDI) tests were performed on samples representative of the predominant soil and rock horizons. The results of the laboratory tests are summarized in Appendix C.

The soils were classified in the laboratory in general accordance with the Unified Soil Classification System (USCS). The Unified symbol for each stratum is shown on the legend for the typed boring logs. The testing was performed in accordance with the generally accepted standards for such tests.

## **4 RESULTS OF THE EXPLORATION**

### **4.1 GENERAL**

Information provided in the Appendices for this report includes boring locations, results of the laboratory tests and other relevant geotechnical information. A description of the subsurface soil, bedrock and groundwater conditions follows.

### **4.2 SUBSURFACE SOIL CONDITIONS**

The generalized subsurface conditions encountered at the boring locations, including descriptions of the various strata and their depths and thicknesses are presented on the Boring Logs in Appendix B.

Topsoil was encountered at the existing ground surface in each of the borings with a thickness ranging from one to three inches. Beneath the topsoil, clays were typically encountered to the top of bedrock. The clay encountered can generally be described as lean to fat, sandy, brown to red in color, moist to wet of the presumed optimum moisture content for compaction and soft to stiff in soil strength consistency.

SPT-N values in the soils ranged from four to ten blows per foot (bpf), excluding 50+ blow counts. Corresponding estimated unconfined compressive strength ( $Q_p$ ) values ranged from 1.0 to 4.0 tons per square foot (tsf), with most values between 1.0 and 3.0 tsf. Together, the SPT-N and  $Q_p$  values are indicative of soft to stiff soil strength consistencies.



Atterberg Limits testing was performed on representative samples with the results indicating that the soils classify as CH (Clay of High plasticity), fat clay, in Boring B-1 and CL (Clay of Low plasticity), lean clay, in Borings B-2 and B-3 in accordance with the Unified Soil Classification System (USCS). Test results showed a range of 30 to 64 percent for liquid limit values with a corresponding plasticity index range of 13 to 33 percent. Natural moisture contents of the on-site soils range from about 13 to 26 percent. Typically, the soils are within about two percent dry to four percent wet of the plastic limit.

#### **4.3 BEDROCK CONDITIONS**

Refusal, as indicated by the driller on the field boring logs, indicates a depth where either essentially no downward progress can be made by the auger or where the N-value indicates essentially no penetration of the split-spoon sampler. It is normally indicative of a very hard or very dense material such as large boulders or the upper bedrock surface. At this site, auger refusal was encountered in each boring at depths near to three feet beneath the existing ground surface. Rock coring was advanced 20 feet beyond the auger refusal depth in Borings B-1 and B-2. The recovered rock core was described as sandstone, very fine to fine grained, light reddish brown to white in color, moderately hard to hard and thin to thick bedded. Core recovery percentages ranged from 92 to 100 percent with corresponding measured Rock Quality Designation (RQD) values ranging from 50 to 94 percent indicating fair to excellent rock quality. SDI tests were run on representative rock core samples from Borings B-1 and B-2, with SDI values ranging from 96 to 99 percent, which classifies as a durable rock according to KYTC standards. Due to the hardness and relatively thick bedding of the sandstone bedrock, the need for hoe-ramming to achieve the design bearing elevation should be anticipated.

#### **4.4 GROUNDWATER CONDITIONS**

Groundwater was not encountered in any of the borings during drilling. In cohesive soils such as those encountered at the site, a long time is required for the hydrostatic groundwater level to come to equilibrium in the borehole. The short-term groundwater levels reported by the drill crew are not generally indicative of the long-term groundwater level. To accurately determine the long-term groundwater level, as well as the seasonal and precipitation induced fluctuations of the groundwater level, it is necessary to install piezometers in the borings, and monitor them for an extended length of time. Frequently, groundwater conditions affecting construction in this region are caused by trapped or perched groundwater, which occurs within the soil materials or at the soil/rock interface in irregular, discontinuous locations. If these water bodies are encountered during excavation, they can produce seepage durations and rates that will vary depending on the recent rainfall activity and the hydraulic conductivity of the material.

#### **4.5 SEISMIC CONDITIONS**

According to the Kentucky Building Code, 2012 Edition and the subsurface conditions encountered in the borings, Site Class B should be utilized for design of any foundations bearing on or in rock.

Soil liquefaction analysis was outside the scope of this investigation. Prior studies in this region on similar soil types indicate that the potential for liquefaction is low and is primarily dependent on the variability of site soils and earthquake severity.

Consideration for seismic loading and liquefaction potential beyond this level of investigation is left to the discretion of the structural framing and foundation design engineer.

## **5 ANALYSES AND RECOMMENDATIONS**

The recommendations that follow are based on our conceptual understanding of the project. As the site design is advanced, please notify us of any significant design changes so that our recommendations can be reviewed and modified as necessary.

### **5.1 GENERAL SITE WORK**

#### **5.1.1 On-Site Soils**

The on-site soils are suitable for use as fill material, provided close control is maintained over the moisture content at placement. The surficial site soils are low plasticity clays with USCS classifications of CL (Clay of Low plasticity).

#### **5.1.2 Excavations**

Foundation excavations should be properly sloped back in accordance with the Kentucky Occupational Safety and Health Standards for the Construction Industry 29 CFR Part 1926, Subpart P – Excavations. The soil overburden at the site should be classified as Type B soil in accordance with the above standard for excavations less than 20 feet. Soil at the site should be laid back on a slope of 1 Horizontal: 1 Vertical (1 H: 1V) or flatter. Excavations which extend below the bedrock surface can be excavated vertical.

### **5.2 STRUCTURE FOUNDATIONS**

#### **5.2.1 Recommended Foundation Type and Bearing Capacity**

Due to the anticipated heavy foundation loads for the tank and relatively shallow depth to rock, spread footings can be designed to bear on bedrock. The net allowable bearing pressure for a rock bearing foundation is eight (8) kips per square foot (ksf). Footings which fail to meet the design bearing capacity should be over-excavated to suitable bearing materials and backfilled to the design bearing elevation with lean concrete. As an alternate to footings bearing on bedrock, footings can be designed to bear on lean concrete bearing on bedrock. Due to the hardness and relatively thick bedding of the sandstone bedrock, the need for hoe-ramming to achieve the design bearing elevation should be anticipated.

A 1.5-inch diameter percussion test hole should be drilled at each isolated footing location to a depth of five feet below the top of the bedrock surface to allow probing with a hooked probe for possible soft and weathered zones. This will allow an AEI Engineer or Technician to verify the

continuity of the underlying bedrock. If voids or zones of questionable bearing materials are detected, it may be necessary to deepen the footing excavation.

This recommendation is provided in consideration of the field-testing, laboratory testing, local codes, and our experience with materials of similar description.

### **5.2.2 Potential Foundation Movement**

A detailed settlement analysis was not performed. However, based on a crude empirical settlement analysis using the foundation loads previously estimated it is anticipated that less than ½ inch of total settlement will occur with a rock bearing foundation system.

These estimates assume that the foundations are designed and constructed according to the recommendations in this report and in conjunction with sound foundation construction practice.

### **5.2.3 Acceptance of Foundation Bearing Surfaces**

Prior to placement of reinforcing steel in spread footings, an AEI Engineer or Engineering Technician should review the bearing surface to verify that the design bearing capacity provided can be achieved. The spread footings should also be reviewed to verify that the bottom is level and free of mud, loose soil or other questionable material that might affect foundation support.

### **5.2.4 Footing Excavations**

Foundation construction should follow these recommendations:

- **All foundation excavations should be reviewed by an AEI Geotechnical Engineer or Engineering Technician to verify that the design bearing capacity can be achieved.**
- **Foundation concrete should be placed in the excavations the same day the trenches are cut.**
- **Exposed bearing surfaces should be protected from severe drying, freezing, and water accumulation.**
- **Any loose soil, debris, or excess water should be removed from the bearing surface by hand cleaning prior to concrete placement.**
- **The foundation-bearing surface should be level.**
- **Foundation materials that have deteriorated as a result of the elements should be removed prior to concrete placement.**
- **Foundation trenches should be “clean-cut” where possible and constructed without the use of forms.**

- Reinforcing steel should be placed in all footings to provide strength to distribute loads on the foundation that may be overlying weak or more compressible foundation materials to stronger adjacent materials.

#### **5.2.5 Soil and Rock Unit Weights**

- Soil and rock excavated on site can be used as backfill material above foundations to resist overturning forces.
- Clay soil can be assumed to have a wet unit weight of 105 pounds per cubic foot (pcf)
- Densified, well-graded sandstone rock can be assumed to have a unit weight of 130 pcf.
- Soil backfill above the tank foundations should be compacted in eight inch maximum loose lifts to 95 percent of the standard Proctor value.

### **5.3 GENERAL CONSIDERATIONS**

#### **5.3.1 Construction Monitoring/Testing**

All construction operations involving foundation construction should be performed in the presence of an experienced representative of AEI. The representative would operate under the direct supervision of an AEI Geotechnical Engineer. Field observations should be performed prior to and during concrete placement operations.

#### **5.3.2 Potential Historic Mining Activities**

No signs of distress in the existing tank from subsidence related settlement are obvious. However, the possibility exists that underground mines may have extended into the area beneath the tank and that local mining for house coal occurred. The Owner must assume the risk for potential subsidence related settlement of the tank due to the uncertainty associated with the potential for underground mining in the area.

#### **5.3.3 Limitations**

The conclusions and recommendations presented herein are based on information gathered from the borings advanced during this exploration using that degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession. No warranties can be made regarding the continuity of conditions between the borings.

We will retain samples acquired for this project for a period of 30 days subsequent to the submittal date printed on the cover of this report. After this period, the samples will be discarded unless otherwise requested.

# APPENDIX A

## Boring Layout



Transportation



Geotechnical



Bridge & Structural



Site Design

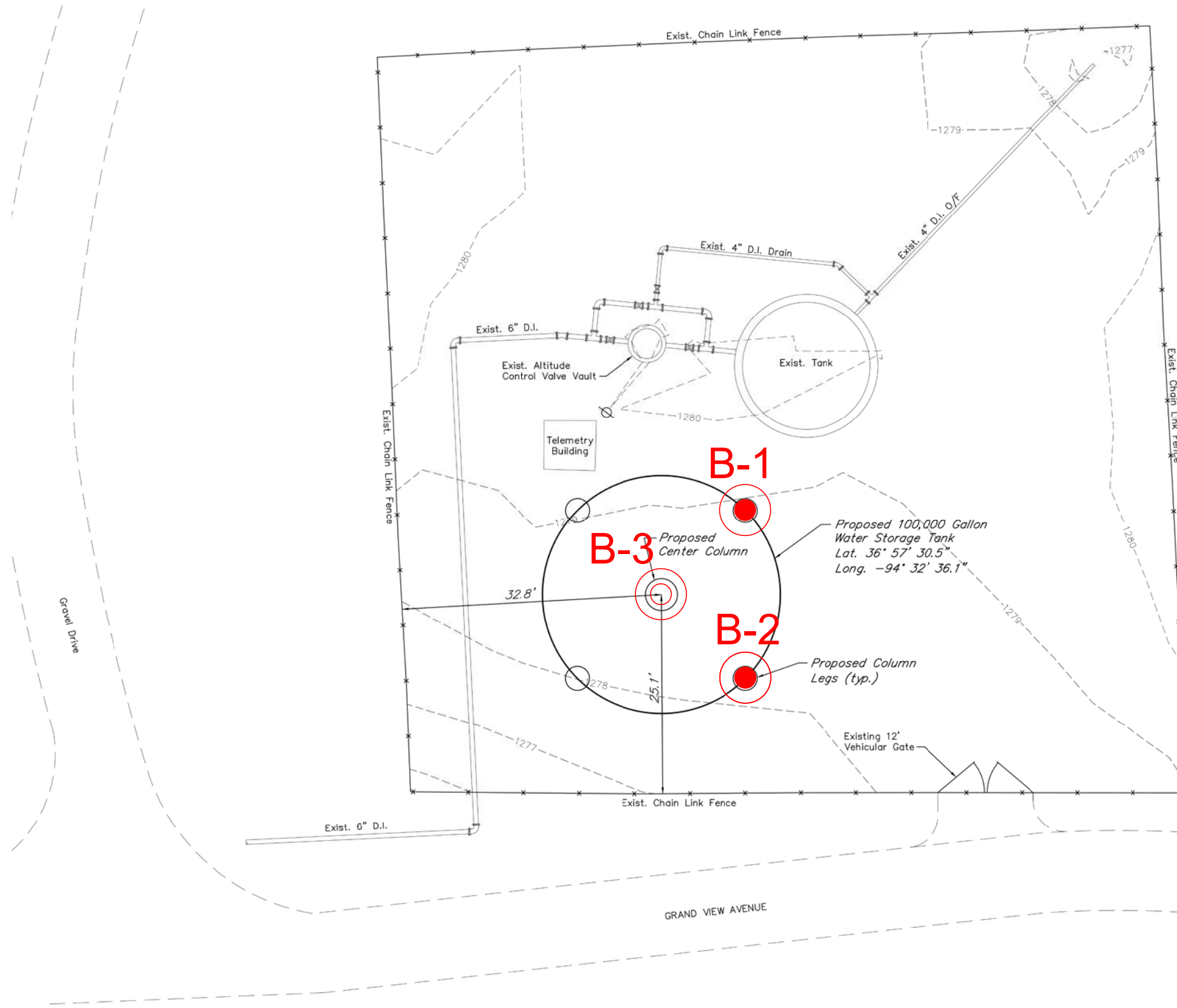
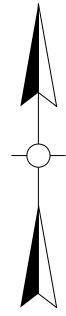


Geospatial



Environmental





### LEGEND

 SOIL TEST BORING WITH ROCK CORE

 SOIL TEST BORING WITH STANDARD PENETRATION TESTS

NOTE: ALL BORING LOCATIONS APPROXIMATE  
DRAWING NOT TO SCALE

NO.	DATE	DESCRIPTION

BORING LAYOUT

CLIENT:  
Kenvirons Inc.

PROJECT:  
Dixie Bend Elevated Water Tank  
Burnside, KY

PLANS PREPARED AND SUBMITTED BY:  
 AMERICAN ENGINEERS, INC.  
 1700 S. BRIDGES BLVD.  
 1000 WESTERN DRIVE  
 (201) 661-1720  
 Burnside, OH 43085  
 © 2008 American Engineers, Inc. All rights reserved. Scale: 1/1  
 (602) 265-3813 www.aei.cc

SCALE:  
NTS  
DATE:  
07-20-20  
DRAWN BY:  
J. DAUGHERTY

CHECKED BY:  
D. MITCHELL

FILE:  
220-144/Dixie Bend Elevated Water Tank/Geotech/Reports/Support Information/Boring Layout.dgn

SHEET:  
B1





# APPENDIX B

## Boring Logs



Transportation



Geotechnical



Bridge & Structural



Site Design



Geospatial



Environmental



# CLASSIFICATION SYSTEM FOR SOIL EXPLORATION

## COHESIVE SOILS (Clay, Silt, and Mixtures)

<u>CONSISTENCY</u>	<u>SPT N-VALUE</u>	<u>Qu/Qp (tsf)</u>	<u>PLASTICITY</u>	
Very Soft	2 blows/ft or less	0 – 0.25	<b>Degree of</b>	<b>Plasticity</b>
Soft	2 to 4 blows/ft	0.25 – 0.49	<b><u>Plasticity</u></b>	<b><u>Index (PI)</u></b>
Medium Stiff	4 to 8 blows/ft	0.50 – 0.99	Low	0 – 7
Stiff	8 to 15 blows/ft	1.00 – 2.00	Medium	8 – 22
Very Stiff	15 to 30 blows/ft	2.00 – 4.00	High	over 22
Hard	30 blows/ft or more	> 4.00		

## NON-COHESIVE SOILS (Silt, Sand, Gravel, and Mixtures)

<u>DENSITY</u>	<u>SPT N-VALUE</u>	<u>PARTICLE SIZE IDENTIFICATION</u>	
Very Loose	4 blows/ft or less	Boulders	12 inch diameter or more
Loose	4 to 10 blows/ft	Cobbles	3 to 12 inch diameter
Medium Dense	10 to 30 blows/ft	Gravel	Coarse – 1 to 3 inch
Dense	30 to 50 blows/ft		Medium – ½ to 1 inch
Very Dense	50 blows/ft or more		Fine – ¼ to ½ inch
		Sand	Coarse – 0.6mm to ¼ inch
			Medium – 0.2mm to 0.6mm
			Fine – 0.05mm to 0.2mm
		Silt	0.05mm to 0.005mm
		Clay	0.005mm

### RELATIVE PROPORTIONS

<u>Descriptive Term</u>	<u>Percent</u>
Trace	1 – 10
Trace to Some	11 – 20
Some	21 – 35
And	36 – 50

### NOTES

**Classification** – The Unified Soil Classification System is used to identify soil unless otherwise noted.

**Standard “N” Penetration Test (SPT) (ASTM D1586)** – Driving a 2-inch O.D., 1 3/8-inch I.D. sampler a distance of 1 foot into undisturbed soil with a 140-pound hammer free falling a distance of 30 inches. It is customary to drive the spoon 6-inches to seat the sampler into undisturbed soil, and then perform the test. The number of hammer blows for seating the spoon and making the tests are recorded for each 6 inches of penetration on the field drill long (e.g., 10/8/7). On the report log, the Standard Penetration Test result (i.e., the N value) is normally presented and consists of the sum of the 2<sup>nd</sup> and 3<sup>rd</sup> penetration counts (i.e.,  $N = 8 + 7 = 15$  blows/ft.)

### Soil Property Symbols

Qu:	Unconfined Compressive Strength	N:	Standard Penetration Value (see above)
Qp:	Unconfined Comp. Strength (pocket pent.)	omc:	Optimum Moisture content
LL:	Liquid Limit, % (Atterberg Limit)	PL:	Plastic Limit, % (Atterberg Limit)
PI:	Plasticity Index	mdd:	Maximum Dry Density

## **FIELD TESTING PROCEDURES**

The general field procedures employed by the Field Services Center are summarized in the following outline. The procedures utilized by the AEI Field Service Center are recognized methods for determining soil and rock distribution and ground water conditions. These methods include geophysical and in situ methods as well as borings.

**Soil Borings** are drilled to obtain subsurface samples using one of several alternate techniques depending upon the surface conditions. Borings are advanced into the ground using continuous flight augers. At prescribed intervals throughout the boring depths, soil samples are obtained with a split- spoon or thin-walled sampler and sealed in airtight glass jars and labeled. The sampler is first seated 6 inches to penetrate loose cuttings and then driven an additional foot, where possible, with blows from a 140 pound hammer falling 30 inches. The number of blows required to drive the sampler each six-inch increment is recorded. The penetration resistance, or “N-value” is designated as the number of hammer blows required to drive the sampler the final foot and, when properly evaluated, is an index to cohesion for clays and relative density for sands. The split spoon sampling procedures used during the exploration are in general accordance with ASTM D 1586. Split spoon samples are considered to provide *disturbed* samples, yet are appropriate for most engineering applications. Thin-walled (Shelby tube) samples are considered to provide *undisturbed* samples and obtained when warranted in general accordance with ASTM D 1587.

These drilling methods are not capable of penetrating through material designated as “refusal materials.” Refusal, thus indicated, may result from hard cemented soil, soft weathered rock, coarse gravel or boulders, thin rock seams, or the upper surface of sound continuous rock. Core drilling procedures are required to determine the character and continuity of refusal materials.

**Core Drilling Procedures** for use on refusal materials. Prior to coring, casing is set in the boring through the overburden soils. Refusal materials are then cored according to ASTM D-2113 using a diamond bit attached to the end of a hollow double tube core barrel. This device is rotated at high speeds and the cuttings are brought to the surface by circulating water. Samples of the material penetrated are protected and retained in the inner tube, which is retrieved at the end of each drill run. Upon retrieval of the inner tube the core is recovered, measured and placed in boxes for storage.

The subsurface conditions encountered during drilling are reported on a field test boring record by the driller. The record contains information concerning the boring method, samples attempted and recovered, indications of the presence of various materials such as coarse gravel, cobbles, etc., and observations between samples. Therefore, these boring records contain both factual and interpretive information. The field boring records are on file in our office.

The soil and rock samples plus the field boring records are reviewed by a geotechnical engineer. The engineer classifies the soil in general accordance with the procedures outlined in ASTM D 2487 and D 2488 and prepares the final boring records which are the basis for all evaluations and recommendations.

Representative portions of soil samples are placed in sealed containers and transported to the laboratory. In the laboratory, the samples are examined to verify the driller’s field classifications. Test Boring Records are attached which show the soil descriptions and penetration resistances.

The final boring records represent our interpretation of the contents of the field records based on the results of the engineering examinations and tests of the field samples. These records depict subsurface conditions at the specific locations and at the particular time when drilled. Soil conditions at other locations may differ from conditions occurring at these boring locations. Also, the passage of time may result in a change in the subsurface soil and ground water conditions at these boring locations. The lines designate the interface between soil or refusal materials on the records and on profiles represent approximate boundaries. The transition between materials may be gradual. The final boring records are included with this report.

***Water table readings*** are normally taken in conjunction with borings and are recorded on the “Boring Logs”. These readings indicate the approximate location of the hydrostatic water table at the time of our field investigation. Where impervious soils are encountered (clayey soils) the amount of water seepage into the boring is small, and it is generally not possible to establish the location of hydrostatic water table through water level readings. The ground water table may also be dependent upon the amount of precipitation at the site during a particular period of time. Fluctuations in the water table should be expected with variations in precipitation, surface run-off, evaporation and other factors.

The time of boring water level reported on the boring records is determined by field crews as the drilling tools are advanced. The boring water level is detected by changes in the drilling rate, soil samples obtained, etc. Additional water table readings are generally obtained at least 24 hours after the borings are completed. The time lag of at least 24 hours is used to permit stabilization of the ground water table which has been disrupted by the drilling operations. The readings are taken by dropping a weighted line down the boring or using an electrical probe to detect the water level surface.

Occasionally the borings will cave-in, preventing water level readings from being obtained or trapping drilling water above the caved-in zone. The cave-in depth is also measured and recorded on the boring records.

### **Sampling Terminology**

***Undisturbed Sampling:*** Thin-walled or Shelby tube samples used for visual examination, classification tests and quantitative laboratory testing. This procedure is described by ASTM D 1587. Each tube, together with the encased soil, is carefully removed from the ground, made airtight and transported to the laboratory. Locations and depths of undisturbed samples are shown on the “Boring Logs.”

***Bag Sampling:*** Bulk samples of soil are obtained at selected locations. These samples consist of soil brought to the surface by the drilling augers, or obtained from test pits or the ground surface using hand tools. Samples are placed in bags, with sealed jar samples of the material, and taken to our laboratory for testing where more mass material is required (i.e. Proctors and CBR's). The locations of these samples are indicated on the appropriate logs, or on the Boring Location Plan.



**CLIENT** Kenvirons, Inc.  
**PROJECT NUMBER** 220-144  
**DATE STARTED** 7/7/20 **COMPLETED** 7/7/20  
**DRILLING CONTRACTOR** Keith Daugherty  
**DRILLING METHOD** HSA Diamond impregnated coring bit  
**LOGGED BY** Adam Cash **CHECKED BY** Brad High  
**NOTES** \_\_\_\_\_

**PROJECT NAME** Dixie Bend Elevated Water Tank  
**PROJECT LOCATION** Pulaski County, Kentucky  
**GROUND ELEVATION** \_\_\_\_\_  
**GROUND WATER LEVELS:**  
**AT TIME OF DRILLING** ---  
**AT END OF DRILLING** ---  
**AFTER DRILLING** ---

GEOTECH BH COLUMNS - GINT STD US LAB.GDT - 7/23/20 14:57 - T:\20 PROJECTS\220-144 DIXIE BEND ELEVATED WATER TANK\GEOTECH\LAB\DIXIE BEND ELEVATED WATER TANK GEOTECH.GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			REMARKS
								LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0		TOPSOIL (1 inch) (CH) fat CLAY with sand, red, moist to very moist, stiff	SPT 1	93	3-5-5 (10)	3.0	18				
			SPT 2	86	4-50	2.5	21	64	31	33	
		SANDSTONE, very fine to fine grained, light brown to white, thin to thick bedded, moderately hard to hard	RC 3	94 (50)							SDI = 97% at 2.4'
			RC 4	98 (73)							SDI = 99% at 6.5'
			RC 5	100 (70)							vertical fracture (12.7'-13.1')
			RC 6	98 (60)							

Refusal at 2.4 feet.  
 Bottom of borehole at 22.2 feet.

sandy shale, moderately weathered from 21.5 to 22.0 feet



**CLIENT** Kenvirons, Inc.  
**PROJECT NUMBER** 220-144  
**DATE STARTED** 7/7/20 **COMPLETED** 7/7/20  
**DRILLING CONTRACTOR** Keith Daugherty  
**DRILLING METHOD** HSA/ Diamond impregnated coring bit  
**LOGGED BY** Adam Cash **CHECKED BY** Brad High  
**NOTES** \_\_\_\_\_

**PROJECT NAME** Dixie Bend Elevated Water Tank  
**PROJECT LOCATION** Pulaski County, Kentucky  
**GROUND ELEVATION** \_\_\_\_\_  
**GROUND WATER LEVELS:**  
**AT TIME OF DRILLING** ---  
**AT END OF DRILLING** ---  
**AFTER DRILLING** ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			REMARKS
								LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0		TOPSOIL (1 inch) (CL) sandy lean CLAY, brown to reddish brown, moist to very moist, medium stiff to soft	SPT 1	73	3-3-1 (4)	1.5	14				
			SPT 2	80	0-1-3 (4)	1.0	17	47	23	24	
5		SANDSTONE, very fine to fine grained, light reddish brown to white, thin to thick bedded, moderately hard to hard	RC 3	100 (72)							SDI = 97% at 3.3'
			RC 4	100 (68)							SDI = 96% at 7.1'
10			RC 5	100 (94)							
15			RC 6	92 (62)							
20			RC 7	100 (85)							sandy shale, highly weathered

Refusal at 3.3 feet.  
 Bottom of borehole at 24.1 feet.

GEOTECH BH COLUMNS - GINT STD US LAB.GDT - 7/23/20 14:58 - T:120 PROJECTS\220-144 DIXIE BEND ELEVATED WATER TANK\GEO\LAB\DIXIE BEND ELEVATED WATER TANK.GEOTECH.GPJ



**CLIENT** Kenvirons, Inc.  
**PROJECT NUMBER** 220-144  
**DATE STARTED** 7/7/20 **COMPLETED** 7/7/20  
**DRILLING CONTRACTOR** Keith Daugherty  
**DRILLING METHOD** Hollow-stem augers  
**LOGGED BY** Adam Cash **CHECKED BY** Brad High  
**NOTES** \_\_\_\_\_

**PROJECT NAME** Dixie Bend Elevated Water Tank  
**PROJECT LOCATION** Pulaski County, Kentucky  
**GROUND ELEVATION** \_\_\_\_\_  
**GROUND WATER LEVELS:**  
**AT TIME OF DRILLING** ---  
**AT END OF DRILLING** ---  
**AFTER DRILLING** ---

GEOTECH BH COLUMNS - GINT STD US LAB.GDT - 7/23/20 14:58 - T:120 PROJECTS\220-144 DIXIE BEND ELEVATED WATER TANK\GEOTECH\LAB\DIXIE BEND ELEVATED WATER TANK GEOTECH.GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			REMARKS
								LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0											
		TOPSOIL (3 inches) (CL) sandy lean CLAY, brown to red, moist, medium stiff	SPT 1	93	3-4-1 (5)	1.5	13				
			SPT 2	55	0-3-50 (53)	2.0	26	30	17	13	

Refusal at 2.8 feet.  
 Bottom of borehole at 2.8 feet.



# APPENDIX C

## Laboratory Testing Results



Transportation



Geotechnical



Bridge & Structural



Site Design



Geospatial



Environmental





# Your Geotechnical Engineering Report

To help manage your risks, this information is being provided because subsurface issues are a major cause of construction delays, cost overruns, disputes, and claims.

## Geotechnical Services are Performed for Specific Projects, Purposes, and People

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering exploration conducted for an engineer may not fulfill the needs of a contractor or even another engineer. Each geotechnical engineering exploration and report is unique and is prepared solely for the client. No one except the client should rely on the geotechnical engineering report without first consulting with the geotechnical engineer who prepared it. The report should not be applied for any project or purpose except the one originally intended.

## Read the Entire Report

To avoid serious problems, the full geotechnical engineering report should be read in its entirety. Do not only read selected sections or the executive summary.

## A Unique Set of Project-Specific Factors is the Basis for a Geotechnical Engineering Report

Geotechnical engineers consider a numerous unique, project-specific factors when determining the scope of a study. Typical factors include: the client's goals, objectives, project costs, risk management preferences, proposed structures, structures on site, topography, and other proposed or existing site improvements, such as access roads, parking lots, and utilities. Unless indicated otherwise by the geotechnical engineer who conducted the original exploration, a geotechnical engineering report should not be relied upon if it was:

- not prepared for you or your project,
- not prepared for the specific site explored, or
- completed before important changes to the project were implemented.

Typical changes that can lessen the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a multi-story hotel to a parking lot
- finished floor elevation, location, orientation, or weight of the proposed structure, anticipated loads or
- project ownership

Geotechnical engineers cannot be held liable or

responsible for issues that occur because their report did not take into account development items of which they were not informed. The geotechnical engineer should always be notified of any project changes. Upon notification, it should be requested of the geotechnical engineer to give an assessment of the impact of the project changes.

## Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that exist at the time of the exploration. A geotechnical engineering report should not be relied upon if its reliability could be in question due to factors such as man-made events as construction on or adjacent to the site, natural events such as floods, earthquakes, or groundwater fluctuation, or time. To determine if a geotechnical report is still reliable, contact the geotechnical engineer. Major problems could be avoided by performing a minimal amount of additional analysis and/or testing.

## Most Geotechnical Findings are Professional Opinions

Geotechnical site explorations identify subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field logs and laboratory data and apply their professional judgment to make conclusions about the subsurface conditions throughout the site. Actual subsurface conditions may differ from those indicated in the report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risk associated with unanticipated conditions.

## The Recommendations within a Report Are Not Final

Do not put too much faith on the construction recommendations included in the report. The recommendations are not final due to geotechnical engineers developing them principally from judgment and opinion. Only by observing actual subsurface conditions revealed during construction can geotechnical engineers finalize their recommendations. Responsibility and liability cannot be assumed for the recommendations

within the report by the geotechnical engineer who developed the report if that engineer does not perform construction observation.

### **A Geotechnical Engineering Report Is Subject To Misinterpretation**

Misinterpretation of geotechnical engineering reports has resulted in costly problems. The risk of misinterpretation can be lowered after the submittal of the final report by having the geotechnical engineer consult with appropriate members of the design team. The geotechnical engineer could also be retained to review crucial parts of the plans and specifications put together by the design team. The geotechnical engineering report can also be misinterpreted by contractors which can result in many problems. By participating in pre-bid and preconstruction meetings and providing construction observations by the geotechnical engineer, many risks can be reduced.

### **Final Boring Logs Should not be Re-drawn**

Geotechnical engineers prepare final boring logs and testing results based on field logs and laboratory data. The logs included in a final geotechnical engineering report should never be redrawn to be included in architectural or design drawings due to errors that could be made. Electronic reproduction is acceptable, along with photographic reproduction, but it should be understood that separating logs from the report can elevate risk.

### **Contractors Need a Complete Report and Guidance**

By limiting what is provided for bid preparation, contractors are not liable for unforeseen subsurface conditions although some owners and design professionals believe the opposite to be true. The complete geotechnical engineering report, accompanied with a cover letter or transmittal, should be provided to contractors to help prevent costly problems. The letter states that the report was not prepared for purposes of bid

development and the report's accuracy is limited. Although a fee may be required, encourage the contractors to consult with the geotechnical engineer who prepared the report and/or to conduct additional studies to obtain the specific types of information they need or prefer. A prebid conference involving the owner, geotechnical engineer, and contractors can prove to be very valuable. If needed, allow contractors sufficient time to perform additional studies. Upon doing this you might be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

### **Closely Read Responsibility Provisions**

Geotechnical engineering is not as exact as other engineering disciplines. This lack of understanding by clients, design professionals, and contractors has created unrealistic expectations that have led to disappointments, claims, and disputes. To minimize such risks, a variety of explanatory provisions may be included in the report by the geotechnical engineer. To help others recognize their own responsibilities and risks, many of these provisions indicate where the geotechnical engineer's responsibilities begin and end. These provisions should be read carefully, questions asked if needed, and the geotechnical engineer should provide satisfactory responses.

### **Environmental Issues/Concerns are not Covered**

Unforeseen environmental issues can lead to project delays or even failures. Geotechnical engineering reports do not usually include environmental findings, conclusions, or recommendations. As with a geotechnical engineering report, do not rely on an environmental report that was prepared for someone else.



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# 2021 Nationwide Permit Summary

US Army Corps  
of Engineers  
Louisville District ®

Issued: March 15, 2021

Expires: March 14, 2026

## **No. 58. Utility Line Activities for Water and Other Substances**

(NWP Final Rule, 86 FR 2744)

Activities required for the construction, maintenance, repair, and removal of utility lines for water and other substances, excluding oil, natural gas, products derived from oil or natural gas, and electricity. Oil or natural gas pipeline activities or electric utility line and telecommunications activities may be authorized by NWPs 12 or 57, respectively. This NWP also authorizes associated utility line facilities in waters of the United States, provided the activity does not result in the loss of greater than 1/2-acre of waters of the United States for each single and complete project.

*Utility lines:* This NWP authorizes discharges of dredged or fill material into waters of the United States and structures or work in navigable waters for crossings of those waters associated with the construction, maintenance, or repair of utility lines for water and other substances, including outfall and intake structures. There must be no change in pre-construction contours of waters of the United States. A “utility line” is defined as any pipe or pipeline for the transportation of any gaseous, liquid, liquescent, or slurry substance, for any purpose that is not oil, natural gas, or petrochemicals. Examples of activities authorized by this NWP include utility lines that convey water, sewage, stormwater, wastewater, brine, irrigation water, and industrial products that are not petrochemicals. The term “utility line” does not include activities that drain a water of the United States, such as drainage tile or french drains, but it does apply to pipes conveying drainage from another area.

Material resulting from trench excavation may be temporarily sidecast into waters of the United States for no more than three months, provided the material is not placed

in such a manner that it is dispersed by currents or other forces. The district engineer may extend the period of temporary side casting for no more than a total of 180 days, where appropriate. In wetlands, the top 6 to 12 inches of the trench should normally be backfilled with topsoil from the trench. The trench cannot be constructed or backfilled in such a manner as to drain waters of the United States (e.g., backfilling with extensive gravel layers, creating a french drain effect). Any exposed slopes and stream banks must be stabilized immediately upon completion of the utility line crossing of each waterbody.

*Utility line substations:* This NWP authorizes the construction, maintenance, or expansion of substation facilities associated with a utility line in non-tidal waters of the United States, provided the activity, in combination with all other activities included in one single and complete project, does not result in the loss of greater than 1/2-acre of waters of the United States. This NWP does not authorize discharges of dredged or fill material into non-tidal wetlands adjacent to tidal waters of the United States to construct, maintain, or expand substation facilities.

*Foundations for above-ground utility lines:* This NWP authorizes the construction or maintenance of foundations for above-ground utility lines in all waters of the United States, provided the foundations are the minimum size necessary.

*Access roads:* This NWP authorizes the construction of access roads for the construction and maintenance of utility lines, including utility line substations, in non-tidal waters of the United States, provided the activity, in combination with all other activities included in one single and complete project, does not cause the loss of greater than 1/2-acre of non-tidal

waters of the United States. This NWP does not authorize discharges of dredged or fill material into non-tidal wetlands adjacent to tidal waters for access roads. Access roads must be the minimum width necessary (see Note 2, below). Access roads must be constructed so that the length of the road minimizes any adverse effects on waters of the United States and must be as near as possible to pre-construction contours and elevations (e.g., at grade corduroy roads or geotextile/gravel roads). Access roads constructed above pre-construction contours and elevations in waters of the United States must be properly bridged or culverted to maintain surface flows.

This NWP may authorize utility lines in or affecting navigable waters of the United States even if there is no associated discharge of dredged or fill material (see 33 CFR part 322). Overhead utility lines constructed over section 10 waters and utility lines that are routed in or under section 10 waters without a discharge of dredged or fill material require a section 10 permit.

This NWP authorizes, to the extent that Department of the Army authorization is required, temporary structures, fills, and work necessary for the remediation of inadvertent returns of drilling fluids to waters of the United States through sub-soil fissures or fractures that might occur during horizontal directional drilling activities conducted for the purpose of installing or replacing utility lines. These remediation activities must be done as soon as practicable, to restore the affected waterbody. District engineers may add special conditions to this NWP to require a remediation plan for addressing inadvertent returns of drilling fluids to waters of the United States during horizontal directional drilling activities conducted for the purpose of installing or replacing utility lines.

This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to conduct the utility line activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges of dredged or fill material, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. After construction, temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

**Notification:** The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) a section 10 permit is required; or (2) the discharge will result in the loss of greater than 1/10-acre of waters of the United States. (See general condition 32.) (Authorities: Sections 10 and 404)

**Note 1:** Where the utility line is constructed, installed, or maintained in navigable waters of the United States (i.e., section 10 waters) within the coastal United States, the Great Lakes, and United States territories, a copy of the NWP verification will be sent by the Corps to the National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), for charting the utility line to protect navigation.

**Note 2:** For utility line activities crossing a single waterbody more than one time at separate and distant locations, or multiple waterbodies at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. Utility line activities must comply with 33 CFR 330.6(d).

**Note 3:** Access roads used for both construction and maintenance may be authorized, provided they meet the terms and conditions of this NWP. Access roads used solely for construction of the utility line must be removed upon completion of

the work, in accordance with the requirements for temporary fills.

**Note 4:** Pipes or pipelines used to transport gaseous, liquid, liquescent, or slurry substances over navigable waters of the United States are considered to be bridges, not utility lines, and may require a permit from the U.S. Coast Guard pursuant to the General Bridge Act of 1946. However, any discharges of dredged or fill material into waters of the United States associated with such pipelines will require a section 404 permit (see NWP 15).

**Note 5:** This NWP authorizes utility line maintenance and repair activities that do not qualify for the Clean Water Act section 404(f) exemption for maintenance of currently serviceable fills or fill structures.

**Note 6:** For activities that require pre-construction notification, the PCN must include any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings that require Department of the Army authorization but do not require pre-construction notification (see paragraph (b)(4) of general condition 32). The district engineer will evaluate the PCN in accordance with Section D, "District Engineer's Decision." The district engineer may require mitigation to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see general condition 23).

#### **Nationwide Permit General Conditions**

**Note:** To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification

and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. **Navigation.** (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his or her authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. **Aquatic Life Movements.** No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed



and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be

constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Structures and Fills. Temporary structures must be removed, to the maximum extent practicable, after their use has been discontinued. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used

more than once for the same single and complete project.

16. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. Permittees shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed

for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify designated critical habitat or critical habitat proposed for such designation. No activity is authorized under any NWP which “may affect” a listed species or critical habitat, unless ESA section 7 consultation addressing the consequences of the proposed activity on listed species or critical habitat has been completed. See 50 CFR 402.02 for the definition of “effects of the action” for the purposes of ESA section 7 consultation, as well as 50 CFR 402.17, which provides further explanation under ESA section 7 regarding “activities that are reasonably certain to occur” and “consequences caused by the proposed action.”

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA (see 33 CFR 330.4(f)(1)). If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat or critical habitat proposed for such designation, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation), the pre-construction notification must include

the name(s) of the endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or that utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. The district engineer will determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps’ determination within 45 days of receipt of a complete pre-construction notification. For activities where the non-Federal applicant has identified listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have “no effect” on listed species (or species proposed for listing or designated critical habitat (or critical habitat proposed for such designation), or until ESA section 7 consultation or conference has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation or conference with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs.

(e) Authorization of an activity by an NWP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where “take” means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word “harm” in the definition of “take” means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it

actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring that an action authorized by an NWP complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting the appropriate local office of the U.S. Fish and Wildlife Service to determine what measures, if any, are

necessary or appropriate to reduce adverse effects to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties. (a) No activity is authorized under any NWP which may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)(1)). If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal

representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts commensurate with potential impacts, which may include background research, consultation, oral history interviews, sample field investigation, and/or field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect.

(d) Where the non-Federal applicant has identified historic properties on which the proposed NWP activity might have the potential to cause effects and has so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed. For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from

the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. Permittees that discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by an NWP, they must immediately notify the district engineer of what they have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine

monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWP 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, 52, 57 and 58 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWP 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed by permittees in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after she or he determines that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) Compensatory mitigation at a minimum one-for-one ratio will be required for all losses of stream bed that exceed 3/100-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. This compensatory mitigation requirement may be satisfied through the restoration or enhancement of riparian areas next to streams in accordance with paragraph (e) of this general condition. For losses of stream bed of 3/100-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas

may be the only compensatory mitigation required. If restoring riparian areas involves planting vegetation, only native species should be planted. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be

sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f).)

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). If permittee-responsible mitigation is the proposed option, and the proposed compensatory mitigation site is located on land in which another federal agency holds an easement, the district engineer will coordinate with that federal agency to determine if proposed compensatory mitigation project is compatible with the terms of the easement.

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan needs to address only the baseline conditions at the impact site and the number of credits to be provided (see 33 CFR 332.4(c)(1)(ii)).

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state or federal, dam safety

criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. (a) Where the certifying authority (state, authorized tribe, or EPA, as appropriate) has not previously certified compliance of an NWP with CWA section 401, a CWA section 401 water quality certification for the proposed discharge must be obtained or waived (see 33 CFR 330.4(c)). If the permittee cannot comply with all of the conditions of a water quality certification previously issued by certifying authority for the issuance of the NWP, then the permittee must obtain a water quality certification or waiver for the proposed discharge in order for the activity to be authorized by an NWP.

(b) If the NWP activity requires pre-construction notification and the certifying authority has not previously certified compliance of an NWP with CWA section 401, the proposed discharge is not authorized by an NWP until water quality certification is obtained or waived. If the certifying authority issues a water quality certification for the proposed discharge, the permittee must submit a copy of the certification to the district engineer. The discharge is not authorized by an NWP until the district engineer has notified the permittee that the water quality certification requirement has been satisfied by the issuance of a water quality certification or a waiver.

(c) The district engineer or certifying authority may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). If the permittee cannot comply with all of the conditions of

a coastal zone management consistency concurrence previously issued by the state, then the permittee must obtain an individual coastal zone management consistency concurrence or presumption of concurrence in order for the activity to be authorized by an NWP. The district engineer or a state may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its CWA section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is authorized, subject to the following restrictions:

(a) If only one of the NWPs used to authorize the single and complete project has a specified acreage limit, the acreage loss of waters of the United States cannot exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

(b) If one or more of the NWPs used to authorize the single and complete project has specified acreage limits, the acreage loss of waters of the United States authorized by those NWPs cannot exceed their respective specified acreage limits. For example, if a commercial development is constructed under NWP 39, and the single and complete project includes the filling of an upland ditch authorized by NWP 46, the maximum acreage loss of waters of the United States for the commercial development under NWP 39 cannot exceed 1/2-acre, and the total acreage loss of waters of United States due

to the NWP 39 and 46 activities cannot exceed 1 acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

\_\_\_\_\_  
(Transferee)

\_\_\_\_\_  
(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires review by, or permission from, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a “USACE project”), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission and/or review is not authorized by an NWP until the appropriate Corps office issues the section 408 permission or completes its review to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification. (a) *Timing.* Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the

information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) *Contents of Pre-Construction Notification:* The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed activity;

(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

(4) (i) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures.

(ii) For linear projects where one or more single and complete crossings require pre-construction notification, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters (including those single and complete crossings authorized by an NWP but do not require PCNs). This information will be used by the district engineer to evaluate the cumulative adverse environmental effects of the proposed linear project, and does not

change those non-PCN NWP activities into NWP PCNs.

(iii) Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial and intermittent streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45-day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-federal permittees, if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat (or critical habitat proposed for such designation), the PCN must include the name(s) of those endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or utilize

the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

(10) For an NWP activity that requires permission from, or review by, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from, or review by, the Corps office having jurisdiction over that USACE project.

(c) *Form of Pre-Construction Notification:* The nationwide permit pre-construction notification form (Form ENG 6082) should be used for NWP PCNs. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) *Agency Coordination:* (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iii) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure that the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided

below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

#### **2021 District Engineer's Decision**

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the single and complete crossings of waters of the United States that require PCNs to determine whether they



individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings of waters of the United States authorized by an NWP. If an applicant requests a waiver of an applicable limit, as provided for in NWPs 13, 36, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects.

2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by an NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of

waters. The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure that the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) that the activity does not qualify for authorization under the

NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

#### **2021 Further Information**

1. District engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

#### **2021 Nationwide Permit Definitions**

**Best management practices (BMPs):** Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

**Compensatory mitigation:** The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

**Currently serviceable:** Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

**Direct effects:** Effects that are caused by the activity and occur at the same time and place.

**Discharge:** The term “discharge” means any discharge of dredged or fill material into waters of the United States.

**Ecological reference:** A model used to plan and design an aquatic habitat and riparian area restoration, enhancement, or establishment activity under NWP 27. An ecological reference may be based on the structure, functions, and dynamics of an aquatic habitat type or a riparian area type that currently exists in the region where the proposed NWP 27 activity is located. Alternatively, an ecological reference may be based on a conceptual model for the aquatic habitat type or riparian area type to be restored, enhanced, or established as a result of the proposed NWP 27 activity. An ecological reference takes into account the range of variation of the aquatic habitat type or riparian area type in the region.

**Enhancement:** The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource

function(s). Enhancement does not result in a gain in aquatic resource area.

**Establishment (creation):** The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

**High Tide Line:** The line of intersection of the land with the water’s surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

**Historic Property:** Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

**Independent utility:** A test to determine what constitutes a single and complete non-linear project in the Corps Regulatory Program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other

phases were not built can be considered as separate single and complete projects with independent utility.

**Indirect effects:** Effects that are caused by the activity and are later in time or farther removed in distance, but are still reasonably foreseeable.

**Loss of waters of the United States:** Waters of the United States that are permanently adversely affected by filling, flooding excavation, or drainage because of the regulated activity. The loss of stream bed includes the acres of stream bed that are permanently adversely affected by filling or excavation because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters or wetlands for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities that do not require Department of the Army authorization, such as activities eligible for exemptions under section 404(f) of the Clean Water Act, are not considered when calculating the loss of waters of the United States.

**Navigable waters:** Waters subject to section 10 of the Rivers and Harbors Act of 1899. These waters are defined at 33 CFR part 329.

**Non-tidal wetland:** A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

**Open water:** For purposes of the NWP, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of flowing or standing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of “open waters” include rivers, streams, lakes, and ponds.

**Ordinary High Water Mark:** The term ordinary high water mark means that line on the shore established by the fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas.

**Perennial stream:** A perennial stream has surface water flowing continuously year-round during a typical year.

**Practicable:** Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

**Pre-construction notification:** A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

**Preservation:** The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources

through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

**Re-establishment:** The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

**Rehabilitation:** The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

**Restoration:** The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

**Riffle and pool complex:** Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a coarse substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

**Riparian areas:** Riparian areas are lands next to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of

ecological functions and services and help improve or maintain local water quality. (See general condition 23.)

**Shellfish seeding:** The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

**Single and complete linear project:** A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term “single and complete project” is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

**Single and complete non-linear project:** For non-linear projects, the term “single and complete project” is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of “independent utility”). Single and complete non-linear projects may not be “piecemealed” to avoid the limits in an NWP authorization.

**Stormwater management:** Stormwater management is the mechanism for controlling stormwater runoff for the

purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

Stormwater management facilities:

Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

Stream bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

Stream channelization: The manipulation of a stream's course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized jurisdictional stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

Tidal wetland: A tidal wetland is a jurisdictional wetland that is inundated by tidal waters. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line.

Tribal lands: Any lands title to which is either: 1) held in trust by the United States for the benefit of any Indian tribe or individual; or 2) held by any Indian tribe or individual subject to restrictions by the United States against alienation.

Tribal rights: Those rights legally accruing to a tribe or tribes by virtue of inherent sovereign authority, unextinguished aboriginal title, treaty, statute, judicial decisions, executive order or agreement, and that give rise to legally enforceable remedies.

Vegetated shallows: Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

Waterbody: For purposes of the NWP, a waterbody is a "water of the United States." If a wetland is adjacent to a waterbody determined to be a water of the United States, that waterbody and any adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)).

AMERICAN IRON AND STEEL COMPLIANCE STATEMENT

“Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project.

All parties are required to comply with these requirements and to ensure that all iron and steel products used on this project are produced in the United States. The term “iron and steel products” means the following products made of primarily iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.”

\_\_\_\_\_  
**RD Representative Signature**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
**Borrower Signature or Approved Representative**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
**Engineer’s Signature**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
**Contractor’s Signature**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name



INFORMATIONAL CHECKLIST FOR PROJECT-SPECIFIC WAIVER REQUESTS

*Notes to User: This exhibit is a checklist that is to be completed by the Owner and/or Engineer to help ensure that all appropriate and necessary information is submitted with the request to USDA. All information presented in waiver requests are subject to evaluation. Waiver requests deliberately containing false information will be rejected.*

INFORMATIONAL CHECKLIST FOR PROJECT SPECIFIC WAIVER REQUEST

<b>Information</b>	<input type="checkbox"/>
<b>General</b> <ul style="list-style-type: none"> <li>• Waiver request includes the following information:           <ul style="list-style-type: none"> <li>- Description of the foreign and domestic Construction Materials <input type="checkbox"/></li> <li>- Unit of measure <input type="checkbox"/></li> <li>- Quantity <input type="checkbox"/></li> <li>- Price <input type="checkbox"/></li> <li>- Date that product is needed (e.g. time of delivery or availability) <input type="checkbox"/></li> <li>- Location of the construction project <input type="checkbox"/></li> <li>- Name and address of the proposed Supplier <input type="checkbox"/></li> <li>- A detailed justification for the use of foreign Construction Materials <input type="checkbox"/></li> </ul> </li> <li>• Waiver request was submitted according to the instructions in the memorandum <input type="checkbox"/></li> <li>• 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 <input type="checkbox"/></li> </ul>	
<b>Public Interest Waiver Request</b> <ul style="list-style-type: none"> <li>• Applicants and their Engineers will submit a written justification demonstrating definitive impacts on the community if a specified product is not utilized. <input type="checkbox"/></li> </ul>	
<b>Cost Waiver Requests</b> <ul style="list-style-type: none"> <li>• Waiver request includes the following information:           <ul style="list-style-type: none"> <li>- Comparison of overall cost of project with domestic Iron and Steel products to overall cost of project with foreign Iron and Steel products <input type="checkbox"/></li> <li>- Relevant excerpts from the bid documents used by the Contractors to complete the comparison <input type="checkbox"/></li> <li>- 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 <input type="checkbox"/></li> </ul> </li> </ul>	
<b>Availability Waiver Requests</b> <ul style="list-style-type: none"> <li>• Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested:           <ul style="list-style-type: none"> <li>- Supplier information or pricing information from a reasonable number of domestic Suppliers indicating availability/delivery date for Construction Materials <input type="checkbox"/></li> <li>- 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. <input type="checkbox"/></li> <li>- Date that product is needed (e.g. time of delivery or availability) to provide justification <input type="checkbox"/></li> <li>- Relevant excerpts from project Drawings, Specifications, and permits indicating the required quantity and quality of Construction Materials <input type="checkbox"/></li> </ul> </li> <li>• 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 <input type="checkbox"/></li> <li>• Has the State received other waiver requests for the materials described in this waiver request for comparable projects? <input type="checkbox"/></li> </ul>	





AMERICAN IRON AND STEEL *DE MINIMIS* LIST FORMAT

*Notes to User: This exhibit is an example format for Contractors to use in maintaining a list of items to document the use of the De Minimis waiver of the American Iron and Steel requirements. This list or similar is required to be filled out throughout the construction Contract as needed. The State Engineer may periodically ask to review this information. At the Contract completion, this list, along with all Manufacturers' certifications, are to be given to the Engineer for delivery to the Owner.*

**DE MINIMIS COSTING WORKSHEET**

Project Name:	Dixie Bend Tank Replacement
Contract Name/# (if more than one)	
Contractor (Company Name):	
Representative:	
Date:	
Total Cost of All Materials (or Estimated Value at 50% of the Installed Bid Price):	\$
Allowable Total <i>De Minimis</i> Costs (5% of all materials)	\$
Total Cost of all <i>De Minimis</i> Items	\$
Remaining Amount Allowed for Future <i>De Minimis</i> Items	\$

*Note: No single De Minimis item can be more than 1% of the total material cost.*

No.	Detailed Description and Manufacturer or Local Source of <i>De Minimis</i> Material	Quantity	Cost Per Item	Total Item Cost
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				



## MANUFACTURER'S CERTIFICATION OF COMPLIANCE

*Notes to User: This exhibit is the sample Manufacturer's Certification of Compliance with the American Iron and Steel requirements to be provided by all Manufacturers of American Iron and Steel covered items, to be submitted by Contractor to the Engineer with the corresponding Shop Drawing submittal for delivery to the Owner at Substantial Completion.*

EXAMPLE OF A MANUFACTURER'S CERTIFICATION OF COMPLIANCE WITH PROVISIONS OF THE AMERICAN IRON AND STEEL (AIS) REQUIREMENTS OF 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

Date:

Company Name:

Company Address:

Subject: American Iron and Steel (AIS) 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 AIS requirement as mandated by 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.

Item, Products and/or Materials, and location of delivery (City, State):

1.

2.

Such processes for AIS took place at the following location:

---

(City, State)

---

Authorized Company Representative Signature

*Notes: Authorized signature will be Manufacturer's representative, not the material distributor or Supplier. 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).*



GENERAL (PRIME) CONTRACTOR'S CERTIFICATION OF COMPLIANCE

*Notes to User: This exhibit is the sample General (Prime) Contractor's Certification of Compliance with the American Iron and Steel requirements to be provided by all General (Prime) Contractors to Engineer for delivery to the Owner at Substantial Completion.*

GENERAL (PRIME) CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH PROVISIONS OF THE AMERICAN IRON AND STEEL REQUIREMENTS OF 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

DATE:

RE: PROJECT NAME: Dixie Bend Tank Replacement  
APPLICANT:  
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 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and 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



**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



ANDY BESHEAR  
GOVERNOR



REBECCA W. GOODMAN  
SECRETARY

**ENERGY AND ENVIRONMENT CABINET**  
DEPARTMENT FOR ENVIRONMENTAL PROTECTION

ANTHONY R. HATTON  
COMMISSIONER

300 SOWER BOULEVARD  
FRANKFORT, KENTUCKY 40601

September 28, 2021

Morris Vaughn  
South Eastern WT Associates - Nelson Valley  
147 E Somerset Church Rd  
Somerset, KY 42501

RE: Dixie Bend Tank Replacement  
Pulaski County, KY  
South Eastern WT Associates - Nelson  
Valley  
AI #: 34090, APE20210002  
PWSID #: 1000311-21-002

Dear Mr. Vaughn:

We have reviewed the plans and specifications for the above referenced project. The plans include the construction of a 100,000-gallon elevated water storage tank (with mixer). This is to advise that plans and specifications for the above referenced project are APPROVED with respect to sanitary features of design, as of this date with the requirements contained in the attached construction permit.

If you have any questions concerning this project, please contact Michael Snyder at 502-782-1235.

Sincerely,

A handwritten signature in blue ink, appearing to read "T. Humphries".

---

Terry Humphries, P.E.  
Supervisor, Engineering Section  
Water Infrastructure Branch  
Division of Water

TH:MS  
Enclosures

c: Kenvirons Inc  
Pulaski County Health Department  
Division of Plumbing





**Distribution-Major Construction**  
South Eastern WT Associates - Nelson Valley  
Facility Requirements

Activity ID No.:APE20210002

Page 1 of 5

**STOR0000000006 (Dixie Bend Tank Replacement) 100,000-gallon elevated water storage tank (with mixer):**

**Narrative Requirements:**

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Condition No.	Condition
T-1	Construction of this project shall not result in the water system's inability to supply consistent water service in compliance with 401 KAR 8:010 through 8:600. [401 KAR 8:100 Section 5]
T-2	The public water system shall not implement a change to the approved plans without the prior written approval of the cabinet. [401 KAR 8:100 Section 4(3)]
T-3	A proposed change to the approved plans affecting sanitary features of design shall be submitted to the cabinet for approval in accordance with Section 2 of this administrative regulation. [401 KAR 8:100 Section 4(2)]
T-4	During construction, a set of approved plans and specifications shall be available at the job site. Construction shall be performed in accordance with the approved plans and specifications. [401 KAR 8:100 Section 3(1)]
T-5	Unless construction begins within two (2) years from the date of approval of the final plans and specifications, the approval shall expire. [401 KAR 8:100 Section 3(3)]
T-6	Upon completion of construction, a professional engineer shall certify in writing that the project has been completed in accordance with the approved plans and specifications. [401 KAR 8:100 Section 4(1)]
T-7	The system shall be designed to maintain a minimum pressure of 20 psi at ground level at all points in the distribution system under all conditions of flow. [Recommended Standards for Water Works 8.2.1, Drinking Water General Design Criteria IV.1.a]
T-8	Water storage tanks shall have a minimum 100% turnover rate of once per 72 hours. [Drinking Water General Design Criteria IV.6.a]
T-9	Minimum water level for all gravity storage tanks shall maintain a minimum design pressure of 30 psi for all potential points of use supplied by the tank. [Drinking Water General Design Criteria IV.6.b]
T-10	Separate inlet and outlet is required on storage tanks; and the inlet has to be in the upper half of the tank (unless there is a separate mixing system). [Drinking Water General Design Criteria IV.6.c]
T-11	The maximum variation between high and low levels in storage structures providing pressure to a distribution system should not exceed 30 feet. [Recommended Standards for Water Works 7.3.1]
T-12	Finished water storage structures which provide pressure directly to the distribution system shall be designed so they can be isolated from the distribution system and drained for cleaning or maintenance without causing a loss of pressure in the distribution system. [Recommended Standards for Water Works 7.3.2]

**Distribution-Major Construction**  
South Eastern WT Associates - Nelson Valley  
Facility Requirements

Activity ID No.:APE20210002

Page 2 of 5

**STOR0000000006 (Dixie Bend Tank Replacement) 100,000-gallon elevated water storage tank (with mixer):**

**Narrative Requirements:**

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Condition No.	Condition
T-13	The storage structure drain shall discharge to the ground surface with no direct connection to a sewer or storm drain. [Recommended Standards for Water Works 7.3.2]
T-14	Adequate controls shall be provided to maintain levels in distribution system storage structures. Level indicating devices should be provided at a central location. [Recommended Standards for Water Works 7.3.3]
T-15	The minimum storage capacity (or equivalent capacity) for systems not providing fire protection shall be equal to the average daily consumption. [Recommended Standards for Water Works 7.0.1.b]
T-16	The system should be designed to facilitate turnover of water in the reservoir. [Recommended Standards for Water Works 7.0.6]
T-17	Excessive storage capacity should be avoided to prevent potential water quality deterioration problems. [Recommended Standards for Water Works 7.0.1.c]
T-18	The overflow pipe shall be of sufficient diameter to permit waste of water in excess of the filling rate. [Recommended Standards for Water Works 7.0.7.d]
T-19	Finished water storage structures shall be designed with reasonably convenient access to the interior for cleaning and maintenance. [Recommended Standards for Water Works 7.0.8]
T-20	Finished water storage structures shall be vented. Vents shall prevent the entrance of surface water, rainwater, bird, and animals. The overflow pipe shall not be considered a vent. Open construction between the sidewall and roof is not permissible. [Recommended Standards for Water Works 7.0.9]
T-21	Finished water storage structures and their appurtenances, especially the riser pipes, overflows, and vents, shall be designed to prevent freezing. Equipment used for freeze protection that will come into contact with the potable water shall meet ANSI/NSF Standard 61. [Recommended Standards for Water Works 7.0.13]
T-22	If a flapper valve is utilized, a screen shall be provide inside the valve. Provisions must be included to prevent the flapper from freezing shut. [Recommended Standards for Water Works 7.0.7.e]
T-23	The roof and sidewalls of all water storage structures must be watertight with no openings except properly constructed vents, manholes, overflows, risers, drains, pump mountings, control ports, or piping for inflow and outflow. [Recommended Standards for Water Works 7.0.10]
T-24	Any pipes running through the roof or sidewall of a metal storage structure must be welded, or properly gasketed. In concrete tanks, these pipes shall be connected to standard wall castings which were poured in place during the forming of the concrete. [Recommended Standards for Water Works 7.0.10.a]



**Distribution-Major Construction**  
South Eastern WT Associates - Nelson Valley  
Facility Requirements

Activity ID No.:APE20210002

Page 3 of 5

**STOR0000000006 (Dixie Bend Tank Replacement) 100,000-gallon elevated water storage tank (with mixer):**

**Narrative Requirements:**

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Condition No.	Condition
T-25	Openings in the roof of a storage structure designed to accommodate control apparatus or pump columns, shall be curbed and sleeved with proper additional shielding to prevent contamination from surface or floor drainage. [Recommended Standards for Water Works 7.0.10.b]
T-26	Valves and controls should be located outside the storage structure so that the valve stems and similar projections will not pass through the roof or top of the reservoir. [Recommended Standards for Water Works 7.0.10.c]
T-27	Every catwalk over finished water in a storage structure shall have a solid floor with sealed raised edges, designed to prevent contamination from shoe scrapings and dirt. [Recommended Standards for Water Works 7.0.14]
T-28	The discharge pipes from water storage structures shall be located in a manner that will prevent the flow of sediment into the distribution system. [Recommended Standards for Water Works 7.0.15]
T-29	Smooth-nosed sampling tap(s) shall be provided to facilitate collection of water samples for both bacteriological and chemical analyses. The sample tap(s) shall be easily accessible. [Recommended Standards for Water Works 7.0.19]
T-30	Sewers, drains, standing water, and similar sources of possible contamination must be kept at least 50 feet from water storage facilities. Gravity sewers constructed of water main quality pipe, pressure tested in place without leakage, may be used at distances greater than 20 feet but less than 50 feet. [Recommended Standards for Water Works 7.0.2.c]
T-31	The roof of the storage structure shall be well drained. Downspout pipes shall not enter or pass through the reservoir. [Recommended Standards for Water Works 7.0.10.d]
T-32	Porous material, including wood and concrete block shall not be used for potable water contact applications. [Recommended Standards for Water Works 7.0.11]
T-33	All finished water storage structures shall have suitable watertight roofs which exclude birds, animals, insects, and excessive dust. [Recommended Standards for Water Works 7.0.3]
T-34	Fencing, locks on access manholes, and other necessary precautions shall be provided to prevent trespassing, vandalism, and sabotage. [Recommended Standards for Water Works 7.0.4]
T-35	Ladders, ladder guards, balcony railings, and safely located entrance hatches shall be provided where applicable. [Recommended Standards for Water Works 7.0.12.a]

**Distribution-Major Construction**  
South Eastern WT Associates - Nelson Valley  
Facility Requirements

Activity ID No.:APE20210002

Page 4 of 5

**STOR0000000006 (Dixie Bend Tank Replacement) 100,000-gallon elevated water storage tank (with mixer):**

**Narrative Requirements:**

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Condition No.	Condition
T-36	All water storage structures shall be provided with an overflow which is brought down to an elevation between 12 and 24 inches above the ground surface, and discharges over a drainage inlet structure or a splash plate. All overflow pipes shall be located so that any discharge is visible. [Recommended Standards for Water Works 7.0.7]
T-37	No drain on a water storage structure may have a direct connection to a sewer or storm drain. [Recommended Standards for Water Works 7.0.5]
T-38	The design shall allow draining the storage facility for cleaning or maintenance without causing loss of pressure in the distribution system. [Recommended Standards for Water Works 7.0.5]
T-39	No overflow may be connected directly to a sewer or a storm drain. [Recommended Standards for Water Works 7.0.7]
T-40	Proper protection shall be given to metal surfaces by paints or other protective coatings, by cathodic protective devices, or by both. [Recommended Standards for Water Works 7.0.17]
T-41	Paint systems shall meet ANSI/NSF standard 61. [Recommended Standards for Water Works 7.0.17.a]
T-42	Interior paint must be applied, cured, and used in a manner consistent with the ANSI/NSF approval. [Recommended Standards for Water Works 7.0.17.a]
T-43	After curing, the coating shall not transfer any substance to the water which will be toxic or cause taste or odor problems. [Recommended Standards for Water Works 7.0.17.a]
T-44	Wax coatings for the tank interior shall not be used on new tanks. [Recommended Standards for Water Works 7.0.17.b]
T-45	Old wax coating must be completely removed before using another tank coating. [Recommended Standards for Water Works 7.0.17.b]
T-46	Finished water storage structures shall be disinfected in accordance with AWWA Standard C652. Two or more successive sets of samples, taken at 24-hour intervals, shall indicate microbiologically satisfactory water before the facility is placed into operation. [Recommended Standards for Water Works 7.0.18.a]
T-47	The disinfection procedure specified in AWWA Standard C652 chlorination method 3, section 4.3 which allows use of the highly chlorinated water held in the storage tank for disinfection purposes, is prohibited unless the initial heavily chlorinated water is properly disposed. [Recommended Standards for Water Works 7.0.18.c]

**Distribution-Major Construction**  
South Eastern WT Associates - Nelson Valley  
Facility Requirements

Activity ID No.:APE20210002

Page 5 of 5

**STOR0000000006 (Dixie Bend Tank Replacement) 100,000-gallon elevated water storage tank (with mixer):**

**Narrative Requirements:**

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Condition No.	Condition
T-48	The overflow for an elevated tank shall open downward and be screened with a four mesh, non-corrodible screen. [Recommended Standards for Water Works 7.0.7.c]
T-49	Elevated storage tanks shall have at least one of the access manholes framed at least four inches above the surface of the roof at the opening. All other manholes or access ways shall be bolted and gasketed. [Recommended Standards for Water Works 7.0.8.1]
T-50	Elevated storage tank vents shall open downward, and be fitted with either four mesh non-corrodible screen, or with finer mesh non-corrodible screen in combination with an automatically resetting pressure-vacuum relief mechanism. [Recommended Standards for Water Works 7.0.9.e]
T-51	Elevated tanks with riser pipes over eight inches in diameter shall have protective bars over the riser openings inside the tank. [Recommended Standards for Water Works 7.0.12.b]
T-52	Railings or handholds shall be provided on elevated tanks where persons must transfer from the access tube to the water compartment. [Recommended Standards for Water Works 7.0.12.c]
T-53	When an internal overflow pipe is used on elevated tanks, it should be located in the access tube. For vertical drops on other types of storage facilities, the overflow pipe should be located on the outside of the structure. [Recommended Standards for Water Works 7.0.7.a]
T-54	If a water circulation system is used, it is recommended that the circulation pipe be located separately from the riser pipe. [Recommended Standards for Water Works 7.0.13]
T-55	Reservoirs with pre-cast concrete roof structures must be made watertight with the use of a waterproof membrane or similar product. [Recommended Standards for Water Works 7.0.10.f]

