

Exhibit 9  
Project Plans

# THE NELSON COUNTY WATER SUPPLY PROJECT - PHASE 2

FOR THE

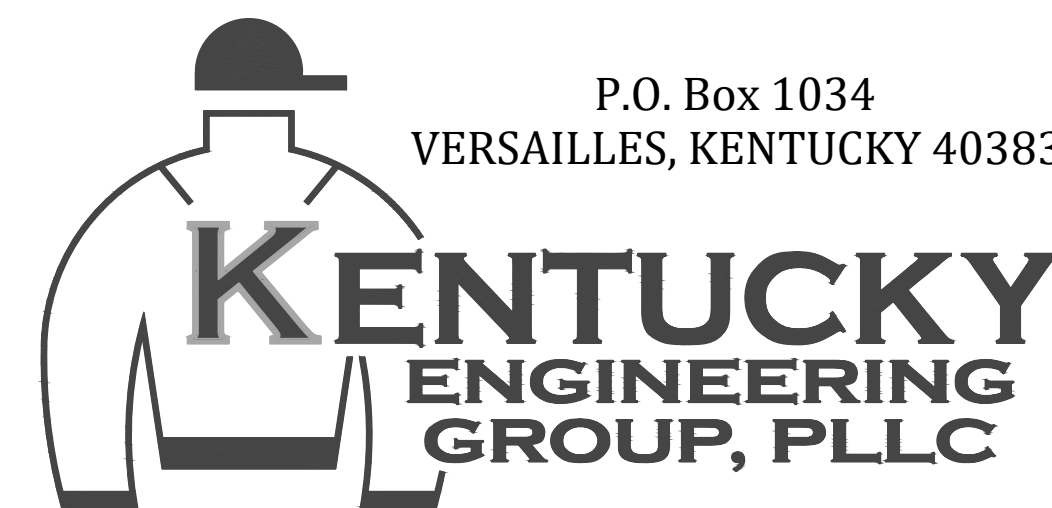
## NORTH NELSON WATER DISTRICT

### COX'S CREEK, KENTUCKY

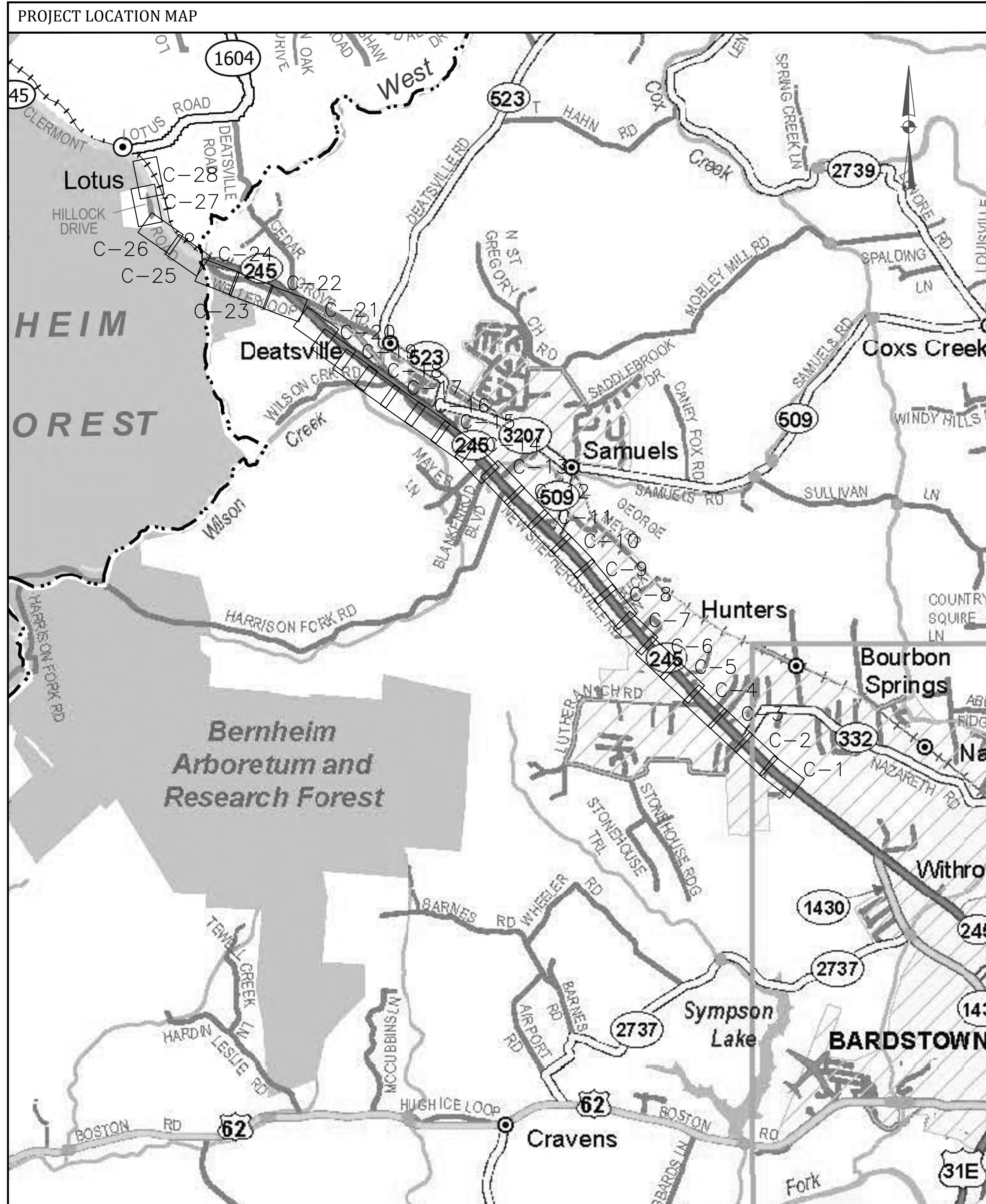
JULY 2024

P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bardonia\DWG\21027-00 Phase 2.dwg KEG 8/03/24

PROJECT NO. 21027



BID DOCUMENTS



SHT. NO.	DESCRIPTION:
--	COVER
G-1	LOCATION MAP, LEGEND, UTILITY OWNERS and INDEX OF DRAWINGS
G-2	GENERAL NOTES
C-1	KY HWY 245 PLAN - PROFILE
C-2	KY HWY 245 PLAN - PROFILE
C-3	KY HWY 245 PLAN - PROFILE
C-4	KY HWY 245 PLAN - PROFILE
C-5	KY HWY 245 PLAN - PROFILE
C-6	KY HWY 245 PLAN - PROFILE
C-7	KY HWY 245 PLAN - PROFILE
C-8	KY HWY 245 PLAN - PROFILE
C-9	KY HWY 245 PLAN - PROFILE
C-10	KY HWY 245 PLAN - PROFILE
C-11	KY HWY 245 PLAN - PROFILE
C-12	KY HWY 245 PLAN - PROFILE
C-13	KY HWY 245 PLAN - PROFILE
C-14	KY HWY 245 PLAN - PROFILE
C-15	KY HWY 245 PLAN - PROFILE
C-16	KY HWY 245 PLAN - PROFILE
C-17	KY HWY 245 PLAN - PROFILE
C-18	KY HWY 245 PLAN - PROFILE
C-18	KY HWY 245 PLAN - PROFILE
C-19	KY HWY 245 PLAN - PROFILE
C-20	KY HWY 245 PLAN - PROFILE
C-21	KY HWY 245 PLAN - PROFILE
C-22	KY HWY 245 PLAN - PROFILE
C-23	KY HWY 245 PLAN - PROFILE
C-24	KY HWY 245 PLAN - PROFILE
C-25	KY HWY 245 PLAN - PROFILE
C-26	KY HWY 245 PLAN - PROFILE
C-27	KY HWY 245 PLAN - PROFILE
C-28	KY HWY 245 PLAN - PROFILE
SD-1	STANDARD DETAILS
SD-2	STANDARD DETAILS
SD-3	STANDARD DETAILS
SD-4	STANDARD DETAILS
SD-5	EROSION CONTROL DETAILS

EXISTING	PROPOSED	DESCRIPTION
PVC	PVC	POLYVINYL CHLORIDE
DIP	DIP	DUCTILE IRON PIPE
WM	WM	WATER MAIN
⊕	⊕	HYDRANT ASSEMBLY
⊕	⊕	FLUSHING/BLOWOFF ASSEMBLY
△	△	AIR RELEASE VALVE (ARV)
⊗	⊗	GATE VALVE (GV)
---	---	WATER MAIN (WM)
---	---	SPECIAL CROSSING OR CASING PIPE
---	---	WATER MAIN TO BE ABANDONED
---	---	RIGHT-OF-WAY LINE
---	---	CENTERLINE
---	---	PROPERTY LINE
---	---	EASEMENT ACQUIRED
---	---	'X' E.O.P.
---	---	EDGE OF PAVEMENT (WHITE LINE)

**UTILITIES**

**BUD - Before You Dig**  
**1-800-752-6007**  
**or DIAL 811**

**NOTE:**  
 IN ACCORDANCE WITH KENTUCKY STATE LAW, ANY ACTIVITY THAT RESULTS IN MOVEMENT, PLACEMENT, BORING, PROBING OR DIGGING IN OR ON THE GROUND SHALL CONTACT THE ONE CALL CENTER FOR UNDERGROUND UTILITY LOCATIONS.

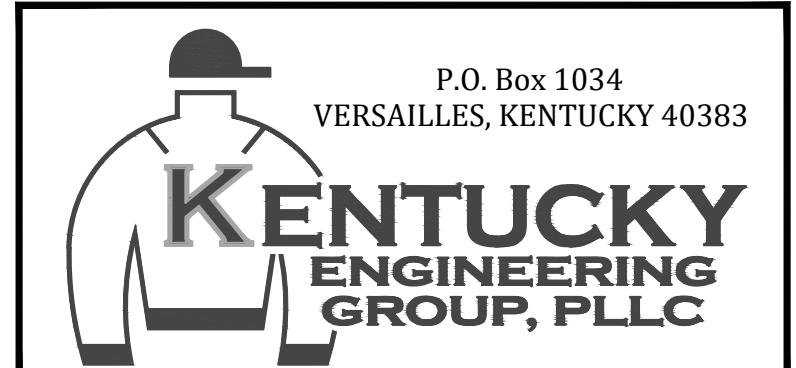
P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bardstown\DWG\21027-G01 Phase 2.dwg REG 8/06/24

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DRAWING WITHOUT WRITTEN PERMISSION FROM KENTUCKY ENGINEERING GROUP, PLLC AND ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER.

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE DRAWING OR TITLE BLOCK TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	REVISIONS	BY

DATE:	JULY 2024
PROJECT MGR:	JCT
DRAWN BY:	JAB
CHECKED BY:	JCT/TLH
SCALE:	AS NOTED
2024 © Kentucky Engineering Group, PLLC	



THE NELSON COUNTY WATER SUPPLY PROJECT - PHASE 2  
 FOR THE NORTH NELSON WATER DISTRICT  
 COX'S CREEK, KENTUCKY

PROJECT LOCATION MAP,  
 UTILITIES, LEGEND and  
 INDEX OF DRAWINGS

PROJECT NO.	21027
SHEET NO.	G-1

BID DOCUMENTS

**WATER MAIN NOTES**

- CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES AND THE ENGINEER TWO WORKING DAYS (MINIMUM) BEFORE BEGINNING CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF TRAFFIC IN ACCORDANCE WITH CITY, COUNTY AND STATE REQUIREMENTS.
- THE CONTRACTOR SHALL MAINTAIN A CURRENT SET OF CONSTRUCTION PLANS ON THE JOB SITE DURING ALL PHASES OF CONSTRUCTION.
- ALL CONSTRUCTION AND INSTALLATION OF MATERIALS BEING USED SHALL BE IN CONFORMANCE WITH THE PLANS AND SPECIFICATIONS. SUBSTITUTIONS AND DEVIATION SHALL BE PERMITTED ONLY WHEN WRITTEN APPROVAL HAS BEEN ISSUED BY THE ENGINEER.
- SHOP DRAWINGS OF ALL MATERIALS BEING USED SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO INSTALLATION.
- EXISTING UTILITIES HAVE NOT BEEN SHOWN. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES. THE CONTRACTOR SHALL COORDINATE WITH A REPRESENTATIVE WHEN WORKING NEAR EXISTING UTILITIES.
- THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND OTHER IMPROVEMENTS SHOWN ON THESE PLANS AND ALL OTHER UTILITIES AND OTHER IMPROVEMENTS NOT SHOWN. THE CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR REPAIRS OF UTILITIES AND OTHER IMPROVEMENTS DAMAGED DURING CONSTRUCTION.
- UNLESS OTHERWISE NOTED, A SEPARATE BID ITEM HAS NOT BEEN ESTABLISHED FOR FITTINGS. THE FITTINGS INCLUDED BUT NOT LIMITED TO ARE: TEES, BENDS, PLUGS, REDUCERS, CROSSES, COUPLINGS, ETC. CONTRACTORS SHALL INCLUDE THE COST OF THESE ITEMS IN THE BID PRICE FOR THE PIPE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE TEMPORARY REMOVAL/RELOCATION OF TRAILERS, BUILDINGS, FENCES, TREES, SHRUBS, ETC. AND REPLACEMENT OF SAID ITEMS AFTER CONSTRUCTION ACTIVITIES.
- CONTRACTOR IS TO COORDINATE WITH THE PROPERTY OWNERS AS TO WHETHER OR NOT TEMPORARY FENCING IS REQUIRED AND CONSTRUCT IF NECESSARY.
- ALL PIPING SHALL HAVE 36" MINIMUM COVER.
- WHERE UNSTABLE MATERIAL IS ENCOUNTERED OR WHERE THE DEPTH OF EXCAVATION IN EARTH EXCEEDS FIVE (5) FEET, THE SIDES OF THE TRENCH OR EXCAVATION SHALL BE SUPPORTED BY SUBSTANTIAL SHEETING, BRACING, SHORING OR THE TRENCH SIDES SLOPED. SLOPING THE SIDES OF THE DITCH WILL NOT BE PERMITTED IN STREETS, ROADS, NARROW RIGHTS-OF-WAY OR OTHER CONSTRICTED AREAS UNLESS OTHERWISE SPECIFIED. THE STANDARDS OF THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT AND THE KENTUCKY LABOR CABINET SHALL BE FOLLOWED.
- ALL EXCAVATION IS UNCLASSIFIED. COMPENSATION FOR ALL EXCAVATION SHALL BE INCLUDED IN LUMP SUM BID.
- REGRADE OF SITE SHALL BE SUCH THAT DRAINAGE IS AWAY FROM ALL STRUCTURES.
- BACKFILL AROUND ALL STRUCTURES SHALL BE SUFFICIENTLY COMPACTED TO PRECLUDE SETTLEMENT AND PONDING OF WATER AROUND STRUCTURES AND GRADED TO DIVERT RUNOFF AWAY FROM THE STRUCTURES.
- DIMENSIONS, DETAILS AND REINFORCEMENT MAY VARY WITH MANUFACTURER'S RECOMMENDATIONS. CONTRACTOR SHALL OBTAIN AND MAINTAIN ON SITE, APPROVED SHOP DRAWINGS PRIOR TO BEGINNING CONSTRUCTION.
- ALL VALVES & HYDRANTS SHALL BE LOCATED AT THE BACKSIDE OF THE DITCHLINE.
- FINAL LOCATION OF SERVICES, VALVES, & HYDRANT ORIENTATION ARE TO BE FIELD LOCATED DURING CONSTRUCTION & APPROVED BY THE ENGINEER.
- AT THE CONTRACTORS OPTION, CLASS 350 DUCTILE IRON PIPE MAY BE SUBSTITUTED FOR ANY PIPE PARTICULARLY SPECIFIED, BUT AT NO ADDITIONAL COST TO THE OWNER.
- NO PAY ITEM FOR EXTRA TRENCH DEPTH HAS BEEN SET UP. CONTRACTOR SHALL INCLUDE THE COST OF THE ADDITIONAL DEPTH IN HIS BID PRICE.
- ROCK SOUNDINGS WERE NOT PERFORMED BY THE ENGINEER, THE CONTRACTOR SHALL TAKE APPROPRIATE ACTION TO DETERMINE SUBSURFACE CONDITIONS.
- CONTRACTOR TO DIG/EXPOSE EXISTING WATER MAIN FAR ENOUGH AHEAD OF NEW WATER MAIN CONSTRUCTION TO AVOID DAMAGE TO EXISTING WATER MAIN AND/OR INTERRUPTION OF EXISTING CUSTOMER SERVICES. THIS SHALL BE INCIDENTAL TO THE WATER MAIN INSTALLATION.
- THE MAXIMUM ALLOWABLE LENGTH OF SERVICE LINE FROM THE WATER MAIN TO THE CUSTOMER'S METER SERVICE SHALL BE AS FOLLOWS:

SERVICE LINE DIAMETER	MAXIMUM LENGTH
3/4 INCH	125 FEET
1 INCH	150 FEET
1-1/2 INCH	200 FEET
2 INCH	250 FEET

- CONNECTIONS TO EXISTING DISTRIBUTION SYSTEM SHALL BE MADE AS FOLLOWS:
  - CONNECT TO EXISTING (SIZE) W.M. (WET TAP) - CONTRACTOR SHALL PROVIDE, FURNISH AND INSTALL ALL FITTINGS, VALVES AND APPURTENANCES TO CONNECT THE PROPOSED WATER MAIN TO THE EXISTING WATER MAIN UNDER PRESSURE.
  - CONNECT TO EXISTING (SIZE) W.M. - CONTRACTOR SHALL PROVIDE, FURNISH AND INSTALL ALL FITTINGS AND APPURTENANCES TO CONNECT THE PROPOSED WATER MAIN TO THE EXISTING WATER MAIN. VALVES ARE A SEPARATE PAY ITEM.

**FINAL CLEANUP AND RESTORATION**

UNLESS SPECIFICALLY APPROVED BY THE OWNER AND ENGINEER, CLEANUP OF DISTURBED AREAS SHALL BE KEPT CURRENT WITH CONSTRUCTION AND RESTORATION EFFORTS BY THE CONTRACTOR INITIATED NO LONGER THAN SEVEN (7) DAYS AFTER THE TRENCH EXCAVATION WORK HAS STARTED. ALL EXCAVATED MATERIAL NOT REQUIRED FOR BACKFILLING OF THE TRENCH AND ANY LARGE ROCKS, STONES OR DEBRIS SHALL BE REMOVED FROM THE SITE, AND SHALL NOT BE A BURDEN TO THE PROPERTY OWNER(S) AND/OR ADJACENT PROPERTIES. THE CONTRACTOR MAY WINDROW OR TRACK-IN THE EXCAVATED MATERIAL OVER THE TRENCH PRIOR TO FINAL CLEANUP TO ALLOW FOR AND TO ASSIST IN THE INITIAL SETTLEMENT OF THE TRENCH. ALL DISTURBED AREAS MUST BE SEEDED AT LEAST WITH A TEMPORARY SEED MIX IF FOR SOME REASON THE AREA CANNOT BE PERMANENTLY SEEDED WITHIN TWO (2) WEEKS.

**GENERAL NOTES**

- GENERAL PROJECT REQUIREMENTS - IN THE EVENT OF A CONFLICT BETWEEN ANY PORTION OF THE CONTRACT DOCUMENTS, THE MORE STRINGENT REQUIREMENT SHALL GOVERN.
- PROJECT COMMUNICATIONS / INSPECTION - THE ENGINEER SHALL BE THE OWNER'S DESIGNATED SITE REPRESENTATIVE. ALL COMMUNICATION FROM THE CONTRACTOR AND TO THE CONTRACTOR, SHALL BE THROUGH THE ENGINEER.
- SAFETY - THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR SHALL SELECT THE MEANS, METHODS, SEQUENCES, AND TECHNIQUES OF CONSTRUCTION HE DEEMS APPROPRIATE FOR ACCOMPLISHING THE WORK IN A SAFE MANNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE TO PERSONS AND PROPERTY RESULTING FROM HIS ACTIVITIES.
- EMERGENCY SHUTOFF - THE CONTRACTOR SHALL LOCATE EXISTING WATER AND GAS VALVES PRIOR TO STARTING WORK SO THAT IN THE EVENT OF AN EMERGENCY THE UTILITY SERVICE MAY BE QUICKLY SHUT OFF.
- EASEMENTS AND RIGHT-OF-WAY - THE OWNER IS RESPONSIBLE FOR THE PROCUREMENT OF ALL PERMANENT EASEMENTS NECESSARY OR REQUIRED FOR THE PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR TEMPORARY EASEMENTS FOR HIS STAGING AREAS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBSERVE THE CONDITIONS OF THESE AGREEMENTS AND CONFINE HIS ACTIVITIES TO THE LIMITS OF THE EASEMENTS. CONTRACTOR TO OBTAIN COPIES OF EASEMENTS OBTAINED BY OWNER AND ABIDE BY THE CONDITIONS OF THESE EASEMENTS DURING CONSTRUCTION.
- EXCAVATION - IT SHALL BE DISTINCTLY UNDERSTOOD THAT ANY REFERENCE TO ROCK, EARTH, OR ANY OTHER MATERIALS ON THE PLANS WHETHER IN NUMBERS, WORDS, LETTERS, OR LINES, IS SOLELY FOR THE OWNER'S INFORMATION AND SHALL NOT BE TAKEN AS AN INDICATION OF CLASSIFIED EXCAVATION OR THE QUANTITY OF EITHER ROCK, EARTH OR ANY OTHER MATERIAL INVOLVED. THE BIDDER MUST DRAW HIS OWN CONCLUSIONS AS TO THE CONDITIONS TO BE ENCOUNTERED. THE CONTRACTOR SHALL PERFORM ALL EXCAVATION NECESSARY OR REQUIRED FOR COMPLETION OF THE PROJECT. THIS WORK SHALL INCLUDE THE REMOVAL AND PROPER DISPOSAL OF ALL MATERIALS OF WHATEVER NATURE ENCOUNTERED. EXCAVATION FOR UTILITIES SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE WORK AND SHALL NOT BE MEASURED FOR PAYMENT.
- TOTAL SITE RESPONSIBILITY - IN OCCUPYING THE SITE AND COMMENCING WORK IN ACCORDANCE WITH THE NOTICE TO PROCEED, THE CONTRACTOR ASSUMES TOTAL AND COMPLETE RESPONSIBILITY FOR THE WORK UNTIL FINAL PAYMENT AND RELEASE OF CLAIMS. ANY PORTION OF THE WORK DAMAGED IN THIS TIME PERIOD BY ACTS OF GOD, OR THE PUBLIC ENEMY, ACTS OF THE OWNER, ACTS OF OTHER CONTRACTORS, FIRES, FLOODS, EPIDEMICS, QUARANTINE, STRIKES, FREIGHT EMBARGOS, VANDALISM AND ABNORMAL WEATHER SHALL BE CORRECTED, REPAIRED, OR REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- ACCESS TO WORK - THE ENGINEER, HIS REPRESENTATIVES, AND REPRESENTATIVES OF THE OWNER SHALL HAVE FULL ACCESS TO THE WORK AT ALL TIMES.
- BLASTING - NO BLASTING SHALL BE ALLOWED ON THIS PROJECT.
- BURNING - BURNING SHALL CONFORM TO ALL APPLICABLE LOCAL, STATE, AND FEDERAL ORDINANCES.
- WASTE AREAS - THE CONTRACTOR WILL NECESSARILY GENERATE WASTE MATERIALS IN THE FORM OF BRUSH CLIPPINGS, OVERSIZE BOULDERS, MUCK, ETC. THE CONTRACTOR SHALL SUBMIT A WRITTEN PLAN DETAILING THE MANNER IN WHICH WASTE MATERIALS WILL BE HANDLED. THE CONTRACTOR SHALL STRICTLY COMPLY WITH ALL LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS PERTAINING TO THE DISPOSITION OF CONSTRUCTION RELATED WASTE PRODUCTS. IN NO EVENT SHALL WASTE MATERIALS BE PLACED IN A REGULATORY FLOODWAY (OR FLOODPLAIN) WITHOUT A DOW PERMIT TO CONSTRUCT ALONG OR ACROSS A STREAM. OWNER WILL NOT ASSUME RESPONSIBILITY FOR WASTE AREAS.
- SILT CONTROL - THE CONTRACTOR SHALL CONDUCT HIS WORK IN AN ENVIRONMENTALLY SOUND MANNER AND SHALL UTILIZE "BEST MANAGEMENT PRACTICES" TO MINIMIZE EROSION. THE CONTRACTOR SHALL HOLD HARMLESS THE OWNER FROM ANY VIOLATIONS ASSOCIATED WITH THE CLEAN WATER ACT.
- DRAINAGE - CONTRACTOR SHALL MAINTAIN DRAINAGE WORK AREAS DURING ALL PHASES OF CONSTRUCTION. THE OWNER MAY DIRECT THE CONTRACTOR TO CONSTRUCT DITCHES OR BERMS TO ALLEVIATE SITE DRAINAGE PROBLEMS. CONSTRUCTION AND MAINTENANCE OF MINOR DRAINAGE WORKS SHALL BE CONSIDERED AN INTEGRAL PART OF THE OVERALL ACCOMPLISHMENTS OF THE PROJECT AND SHALL NOT BE MEASURED FOR SEPARATE PAYMENT.
- ADHERENCE TO PERMITS - PERMITS REQUIRED BY THE OWNER ARE:
  - DIVISION OF WATER CONSTRUCTION PERMIT.
  - DEPARTMENT OF HIGHWAYS ENCROACHMENT PERMIT.

THE CONTRACTOR SHALL CONDUCT HIS ACTIVITIES IN STRICT ACCORDANCE WITH THESE PERMITS AT ALL TIMES. IN PARTICULAR, THE CONTRACTOR SHALL STRICTLY OBSERVE THE 401 WATER QUALITIES CERTIFICATION KEY REQUIREMENTS OF THE 401 CERTIFICATION WHICH INCLUDE:

- RE-VEGETATION AND CLEANUP OF AREA ADJACENT TO STREAMS SHALL OCCUR CONCURRENTLY WITH THE PROGRESS OF THE WORK. CONCURRENTLY IS HEREIN DEFINED TO MEAN THAT RE-VEGETATION AND CLEANUP.
- BEST MANAGEMENT PRACTICES SHALL BE EMPLOYED. TO MINIMIZE SEDIMENT RUNOFF AND SOIL EROSION TO THE WATER COURSE.
- EXTREME CARE SHALL BE TAKEN TO PREVENT SPILLS OF FUELS AND LUBRICANT INTO WATERCOURSES. EQUIPMENT WORKS FROM THE STREAM BANK.

- EXISTING UTILITIES AND UNDERGROUND FACILITIES - THE CONTRACTOR'S ATTENTION IS CALLED TO THE PRESENCE OF EXISTING UTILITIES IN CLOSE PROXIMITY TO THE PROJECT SITE. THE CONTRACTOR IS ADVISED TO CAREFULLY REVIEW THE PROJECT REQUIREMENTS REGARDING UTILITY RELOCATIONS. THE CONTRACTOR CAN CALL 1-800-752-6007 A MINIMUM OF TWO AND NO MORE THAN TEN BUSINESS DAYS PRIOR TO EXCAVATION FOR INFORMATION ON THE LOCATION OF EXISTING UNDERGROUND UTILITIES WHICH SUBSCRIBE TO THE BEFORE-U-DIG (BUD) SERVICE. ALL UTILITY REPAIR AND RELOCATION WORK SHALL BE INCIDENTAL TO OTHER ITEMS OF WORK. THE EXISTING CONTRACTOR MUST MAKE DILIGENT EFFORT TO MAINTAIN THE SERVICE OF EXISTING UTILITIES. THE CONTRACTOR SHALL PROVIDE BY-PASS PUMPING OF WASTEWATER TO THE NEAREST PUBLIC SANITARY SEWER WHENEVER HIS ACTIVITIES INTERRUPT THE FLOW OF AN EXISTING SANITARY WASTEWATER DISPOSAL FACILITY (SEWER, SEPTIC TANK, LEACH FIELD, ETC.) BY-PASS PUMPING SHALL BE CONSIDERED AN INCIDENTAL PART OF THE PIPE LAYING ACTIVITY AND SHALL NOT BE MEASURED FOR SEPARATE PAYMENT.

**GENERAL NOTES (continued)**

- REPLACEMENT OF EXISTING FACILITIES - THE CONTRACTOR SHALL REPLACE EXISTING ENTRANCE PIPES, RETAINING WALLS, CATCH BASINS, FENCES AND OTHER PROPERTY IMPROVEMENTS, DITCHES, ETC., THAT ARE DAMAGED BY CONSTRUCTION UNLESS SAID FACILITIES ARE SPECIFICALLY SHOWN TO BE REMOVED. IN PARTICULAR, ALL DRAINAGE DITCHES SHALL BE RESTORED TO A CONDITION EQUAL OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION. UNLESS SAID FACILITY REPLACEMENT IS IDENTIFIED AS A PAY ITEM IN THE DESIGN DRAWINGS OR TECHNICAL SPECIFICATIONS, THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COST OF LAYING PIPE AND SHALL NOT BE MEASURED FOR PAYMENT
- DAMAGE TO GUARDRAILS, SIGNS, FENCES, STORM DRAINS, ETC. - ALL GUARDRAIL, SIGNS, FENCES, STORM DRAINS, ETC., DAMAGED AS A RESULT OF THE CONSTRUCTION SHALL BE RESTORED IN LIKE KIND AND CHARACTER TO THE SATISFACTION OF THE OWNER. UNLESS SAID REPLACEMENT IS IDENTIFIED AS A PAY ITEM IN THE DESIGN DRAWINGS OR TECHNICAL SPECIFICATIONS, THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COST OF LAYING PIPE AND SHALL NOT BE MEASURED FOR PAYMENT.
- STREAM CROSSING - THE LAST EIGHTEEN (18) INCHES OF BACKFILL IN ALL STREAM BEDS SHALL CONSIST OF KENTUCKY DEPARTMENT OF HIGHWAY CHANNEL LINING CLASS III.
- THRUST BLOCKS - CONCRETE THRUST BLOCKS OR 'KICKER' BLOCKS SHALL BE INSTALLED IN ALL PRESSURIZED LINES AT INTERSECTION AND CHANGES OF DIRECTION TO RESIST FORCES ACTING UPON THE PIPELINE. THRUST BLOCKS ARE CONSIDERED INCIDENTAL TO THE PIPELINE
- ANCHORS - CONCRETE ANCHORS SHALL BE PROVIDED WHEN THE PIPE SLOPE IS TWENTY (20) PERCENT OR GREATER. ANCHORS ARE CONSIDERED INCIDENTAL TO THE PIPELINE INSTALLATION.
- SEPARATION OF WATER AND SEWER - HORIZONTAL- SEWERS SHALL BE LAID AT LEAST TEN (10) FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED WATER MAIN. THIS DISTANCE SHALL BE MEASURED EDGE TO EDGE. IF FIELD CONDITIONS DO NOT ALLOW THIS SEPARATION, THE SEWER SHALL BE LOCATED SUCH THAT THE CROWN OF THE SEWER PIPE IS EIGHTEEN (18) INCHES BELOW THE INVERT OF THE WATER LINE. IF FIELD CONDITIONS DO NOT ALLOW THIS CONDITION TO BE MET THEN THE SEWER SHALL BE CONSTRUCTED OF MECHANICAL JOINT DUCTILE IRON PIPE (PRESSURE TESTED TO 150 PSI) AND ENCASED IN CONCRETE.
- CROSSING - SEWERS SHALL CROSS UNDER WATER MAINS WITH A MINIMUM OF EIGHTEEN (18) INCHES OF SEPARATION BETWEEN THE CROWN OF THE SEWER AND THE INVERT OF THE WATER MAIN. IF FIELD CONDITIONS ARE SUCH THAT THIS SEPARATION CAN NOT BE MAINTAINED, THE SEWER SHALL BE CONSTRUCTED OF MECHANICAL JOINT DUCTILE IRON PIPE WHICH SHALL BE PRESSURE TESTED TO 150 PSI. THE DUCTILE IRON PIPE MUST BE CENTERED ON THE CROSSING SO THAT THE JOINTS ARE AT LEAST TEN (10) FEET ON EITHER SIDE OF THE CROSSING. NO SEPARATE PAYMENT SHALL BE MADE FOR WORK TO INSURE COMPLIANCE WITH THIS SEPARATION CRITERION. MAINTENANCE OF ADEQUATE SEPARATION SHALL BE CONSIDERED AN INTEGRAL PART OF THE UNIT PRICE BID FOR SEWER PIPE.
- TESTING - THE SEWER LINES SHALL BE TESTED IN ACCORDANCE WITH THE TECHNICAL SPECIFICATIONS IN THE PRESENCE OF THE ENGINEER AND THE OWNER.
- NOTICE - THE CONTRACTOR SHALL NOT MOVE EQUIPMENT OR MATERIAL TO THE WORK SITE, NOR BEGIN ANY CONSTRUCTION PRIOR TO THE DATE SPECIFIED IN THE 'NOTICE TO PROCEED.' THE CONTRACTOR MUST NOTIFY THE OWNER AND ENGINEER PRIOR TO OCCUPYING THE SITE IN ACCORDANCE WITH THE REQUIREMENTS OF THE TECHNICAL SPECIFICATIONS.
- TRAFFIC CONTROL - THE CONTRACTOR'S WORK WILL DISTURB NUMEROUS PRIVATE DRIVEWAYS AND SUBSTANTIAL PORTIONS OF PUBLIC THOROUGHFARES. THE TERRAIN DOES NOT LEND ITSELF TO DETOURS. CONSEQUENTLY, THE CONTRACTOR MUST OBSERVE THE FOLLOWING TRAFFIC PRINCIPLES:
  - ACCESS TO RESIDENCE DRIVE MAY NOT BE INTERRUPTED FOR MORE THAN THREE (3) HOURS AT ANY ONE TIME
  - ACCESS TO ALL DRIVEWAYS AND PUBLIC THOROUGHFARES MUST BE RESTORED AT THE END OF EACH WORKDAY.
  - WORK WITHIN THE LIMITS OF PUBLIC THOROUGHFARE MAY ONLY BE CONDUCTED BETWEEN THE HOURS OF 8:30 A.M. AND 12:00 NOON, BETWEEN 12:30 P.M. AND 3:30 P.M., AND BETWEEN 6:00 P.M. AND 9:30 P.M. THE CONTRACTOR MUST POST SIGNS ADJACENT TO THE WORK STATING THE ROADWAY WILL BE CLOSED DURING THE POSTED HOURS AT LEAST ONE (1) DAY IN ADVANCE OF THE PROPOSED ROAD CLOSURE.
  - THE CONTRACTOR MUST MAKE SPECIAL PROVISIONS FOR ACCESS FOR EMERGENCY VEHICLES: POLICE, FIRE AND AMBULANCE.
  - THE CONTRACTOR SHALL PROVIDE ALL NECESSARY SAFETY DEVICES IN THE FORM OF SIGNS, FLASHERS, BARRICADES, ETC. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CLAIMS ARISING FROM THE PUBLIC WITH RESPECT TO HIS TRAFFIC CONTROL ACTIVITIES.
- SEEDING - ALL DISTURBED AREAS SHALL BE SEEDED IN ACCORDANCE WITH TECHNICAL SPECIFICATIONS.
- PROTECTION OF TREES - CARE SHALL BE TAKEN DURING CONSTRUCTION TO AVOID DAMAGE TO VEGETATION. ORNAMENTAL SHRUBBERY AND TREE BRANCHES SHALL BE TEMPORARILY TIED BACK, WHERE APPROPRIATE, TO MINIMIZE DAMAGE. TREES WHICH RECEIVE DAMAGE TO THE BRANCHES SHALL BE TRIMMED OF THOSE BRANCHES TO IMPROVE THE APPEARANCE OF THE TREE. TREE TRUNKS RECEIVING DAMAGE FROM EQUIPMENT SHALL BE TREATED WITH A TREE DRESSING.
- TREE REMOVAL IN PROJECT AREA IS RESTRICTED TO LESS THAN 4" IN DIAMETER FROM APRIL 1st TO NOVEMBER 15th UNLESS APPROVAL IS GRANTED BY U.S. FISH AND WILDLIFE.

**KYDOH NOTES**

- ALL EFFECTED KYTC DITCHLINES SHALL REMAIN FREE OF EXCESS SILT OR EROSION AND CONSTRUCTED TO THE NORMAL TYPICAL SECTION OF THE ROADWAY WITH A MINIMUM DEPTH OF 18 INCHES FROM THE SHOULDER BREAK POINT.
- ALL NECESSARY STEPS SHALL BE TAKEN TO PREVENT EROSION OR SILTATION OF THE PUBLIC RIGHT-OF-WAY, ADJOINING PROPERTY AND WATERWAYS.
- ALL VALVES TO BE FLUSH W/ EXISTING GRADE.
- ALL WATER LINE LOCATED WITHIN STATE HIGHWAY R.O.W. SHALL BE CONSTRUCTED OUT AND AROUND THE END OF ALL EXISTING CULVERTS AND HEADWALLS.
- UNDERGROUND UTILITIES INSTALLED INSIDE STATE RIGHT-OF-WAY SHALL BE LOCATED WITHIN 3-5 FEET FROM THE EDGE OF THE RIGHT-OF-WAY UNLESS OTHERWISE SHOWN ON THE PLANS.
- UNDERGROUND UTILITIES SHOWN WITHIN THE RIGHT-OF-WAY SHALL BE INSTALLED WITH A MINIMUM DEPTH OF COVER OF 42 INCHES.
- UNDERGROUND UTILITIES CROSSING ANY ENTRANCE OR CROSSROAD PAVED WITH CONCRETE OR ASPHALT SURFACE INSIDE STATE RIGHT-OF-WAY SHALL BE INSTALLED BY BORING UNLESS WRITTEN PERMISSION TO OPEN CUT IS OBTAINED FROM THE PROPERTY OWNER AND APPROVED BY THE KYTC DISTRICT PERMITS ENGINEER.
- UNDERGROUND UTILITIES SHALL NOT BE INSTALLED IN EMBANKMENT FILLS OR BETWEEN EDGE OF PAVEMENT AND DITCHLINE UNLESS SPECIFICALLY NOTED ON PERMITTED PLANS.
- FIRE HYDRANTS OR UTILITY SERVICE BOXES SHALL BE LOCATED WITHIN 2 FEET FROM THE EDGE OF RIGHT-OF-WAY LINE, OR OFF RIGHT-OF-WAY.
- CONTACT THE DISTRICT PERMITS ENGINEER AT KYC-DOH #4, ELIZABETHTOWN, KY AT (270) 766-5066 OR 1-800-459-3566 PRIOR TO BEGINNING WORK.

**CONTAMINATION PREVENTION REQUIREMENTS**

- ALL PIPING, VALVES, FITTINGS, ETC. DELIVERED TO THE JOB SITE SHALL BE STORED ELEVATED ABOVE THE GROUND AND SHALL BE COVERED WITH PLASTIC, TARPS OR SIMILAR MEANS TO PROTECT FROM EXPOSURE TO DUST AND DEBRIS.
- ALL PIPING, FITTINGS AND VALVES SHALL BE THOROUGHLY CLEANED OF DUST, DIRT AND DEPOSITS BY SWABBING OR OTHER MEANS ACCEPTABLE. EACH COMPONENT SHALL BE CLEANED ON THE SAME DAY IT IS TO BE INSTALLED.
- ALL OPENINGS IN THE PIPELINE SHALL BE CLOSED WITH AN APPROVED WATERTIGHT PLUG AT THE END OF EACH DAY WHEN PIPE LAYING HAS STOPPED, OR FOR OTHER REASONS SUCH AS REST OR MEAL BREAKS.

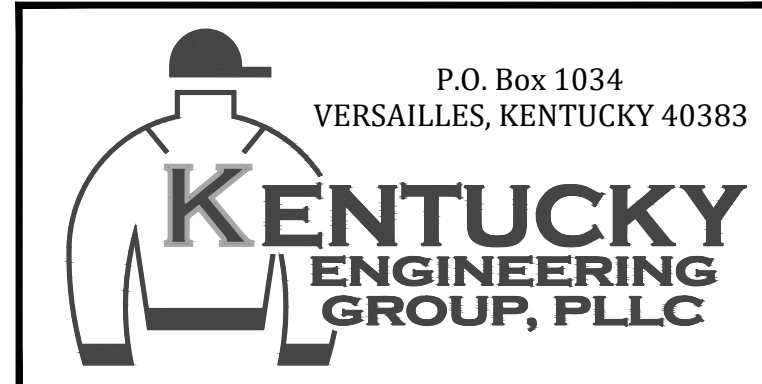
P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bardstown DWG\21027-G02 Phase 2.dwg REG 8/03/24

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DRAWING WITHOUT WRITTEN PERMISSION FROM KENTUCKY ENGINEERING GROUP, PLLC AND ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER.

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE DRAWING OR TITLE BLOCK TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	REVISIONS	BY

DATE:	JULY 2024
PROJECT MGR:	JCT
DRAWN BY:	JAB
CHECKED BY:	JCT/TLH
SCALE:	AS NOTED
2024 © Kentucky Engineering Group, PLLC	



P.O. Box 1034  
VERSAILLES, KENTUCKY 40383

**THE NELSON COUNTY WATER SUPPLY PROJECT - PHASE 2**  
FOR THE  
**NORTH NELSON WATER DISTRICT**  
COX'S CREEK, KENTUCKY

**GENERAL NOTES**

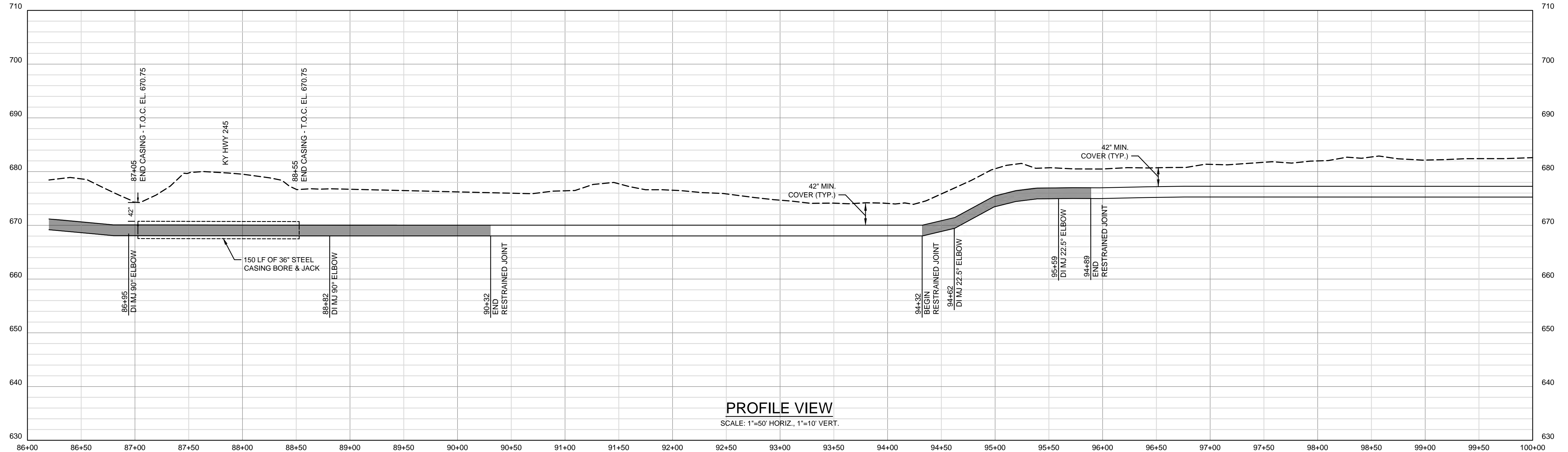
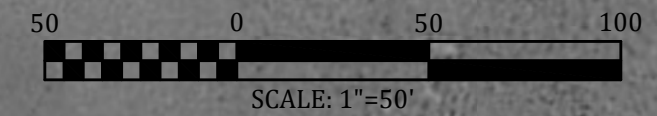
PROJECT NO.  
**21027**

SHEET NO.  
**G-2**

PROJECT NO.  
**21027**

SHEET NO.  
**G-2**

BID DOCUMENTS



**PROFILE VIEW**  
SCALE: 1"=50' HORIZ., 1"=10' VERT.

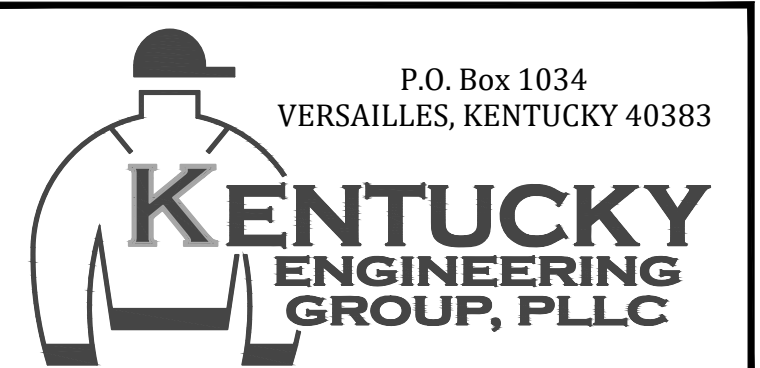
P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bardstowm DWG\C PLAN SHEETS PHASE 2.dwg KEG 8/05/24

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DRAWING WITHOUT WRITTEN PERMISSION FROM KENTUCKY ENGINEERING GROUP, PLLC AND ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER.

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE DRAWING OR TITLE BLOCK TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	REVISIONS	BY

DATE:	JULY 2024
PROJECT MGR:	JCT
DRAWN BY:	JAB
CHECKED BY:	JCT/TLH
SCALE:	AS NOTED
2024 © Kentucky Engineering Group, PLLC	



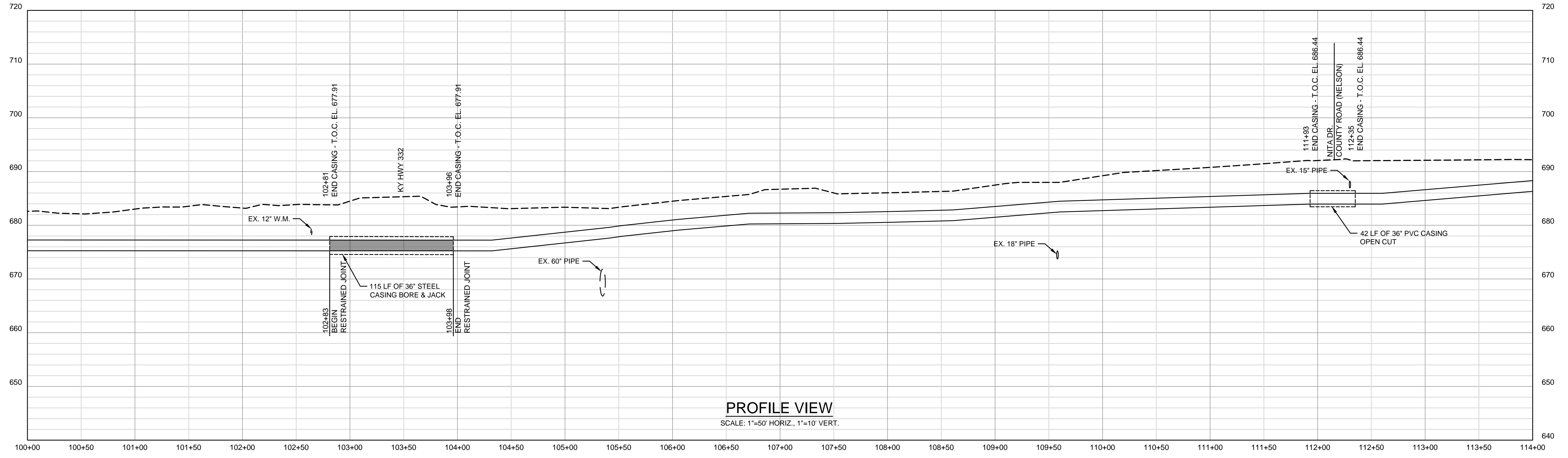
**THE NELSON COUNTY WATER SUPPLY PROJECT - PHASE 2**  
FOR THE  
**NORTH NELSON WATER DISTRICT**  
COX'S CREEK, KENTUCKY

**KY HWY 245  
PLAN - PROFILE**

PROJECT NO.  
**21027**

SHEET NO.  
**C-1**

BID DOCUMENTS



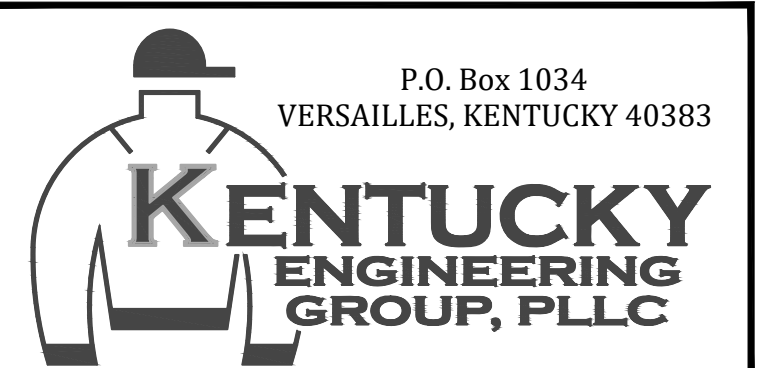
P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bardstown\DWG\C PLAN SHEETS PHASE 2.dwg KEG 8/05/24

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DRAWING WITHOUT WRITTEN PERMISSION FROM KENTUCKY ENGINEERING GROUP, PLLC AND ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER.

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE DRAWING OR TITLE BLOCK TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	REVISIONS	BY

DATE: JULY 2024  
 PROJECT MGR: JCT  
 DRAWN BY: JAB  
 CHECKED BY: JCT/TLH  
 SCALE: AS NOTED  
 2024 © Kentucky Engineering Group, PLLC



THE NELSON COUNTY WATER SUPPLY PROJECT - PHASE 2  
 FOR THE NORTH NELSON WATER DISTRICT  
 COX'S CREEK, KENTUCKY

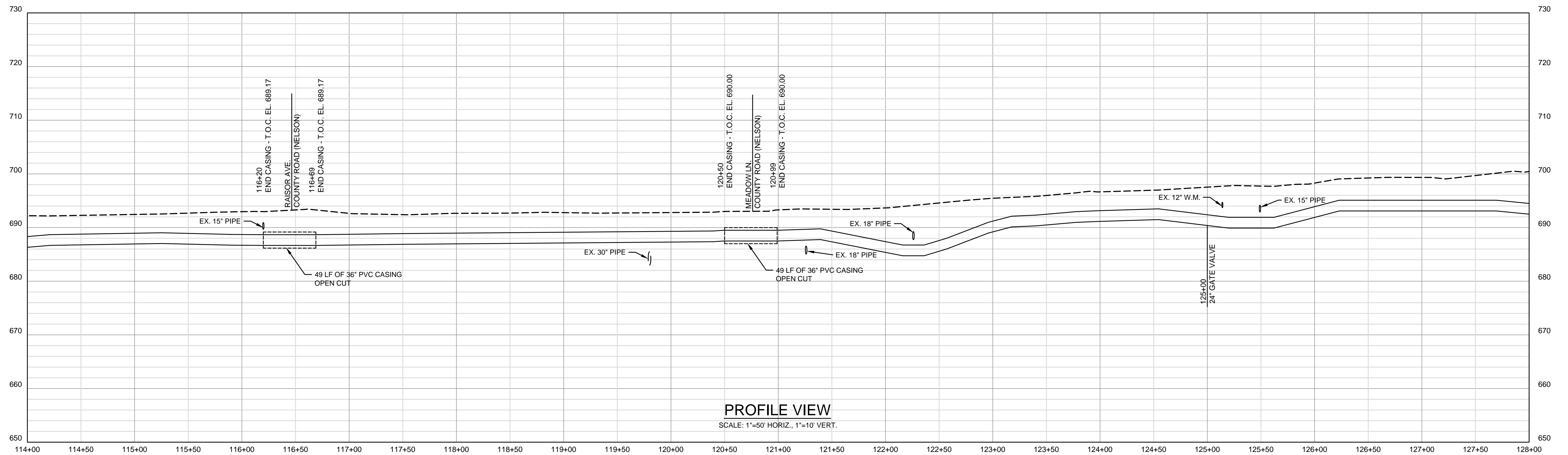
KY HWY 245  
 PLAN - PROFILE



PROJECT NO.  
21027

SHEET NO.  
C-2

BID DOCUMENTS



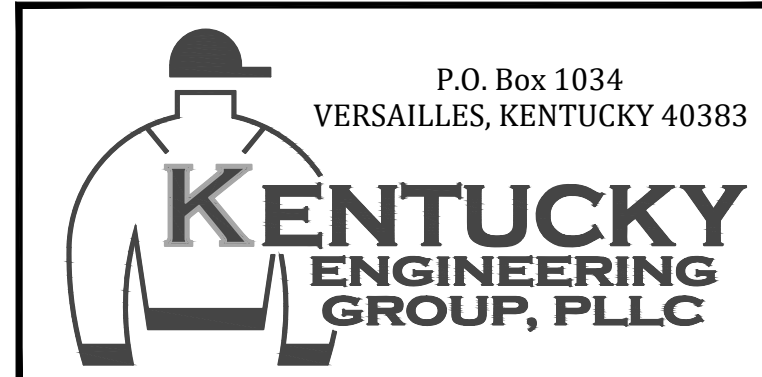
P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bandstown\DWG\C PLAN SHEETS PHASE 2.dwg KEG 8/05/24

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DRAWING WITHOUT WRITTEN PERMISSION FROM KENTUCKY ENGINEERING GROUP, PLLC AND ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER.

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE DRAWING OR TITLE BLOCK TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	REVISIONS	BY

DATE: JULY 2024  
 PROJECT MGR: JCT  
 DRAWN BY: JAB  
 CHECKED BY: JCT/TLH  
 SCALE: AS NOTED  
 2024 © Kentucky Engineering Group, PLLC



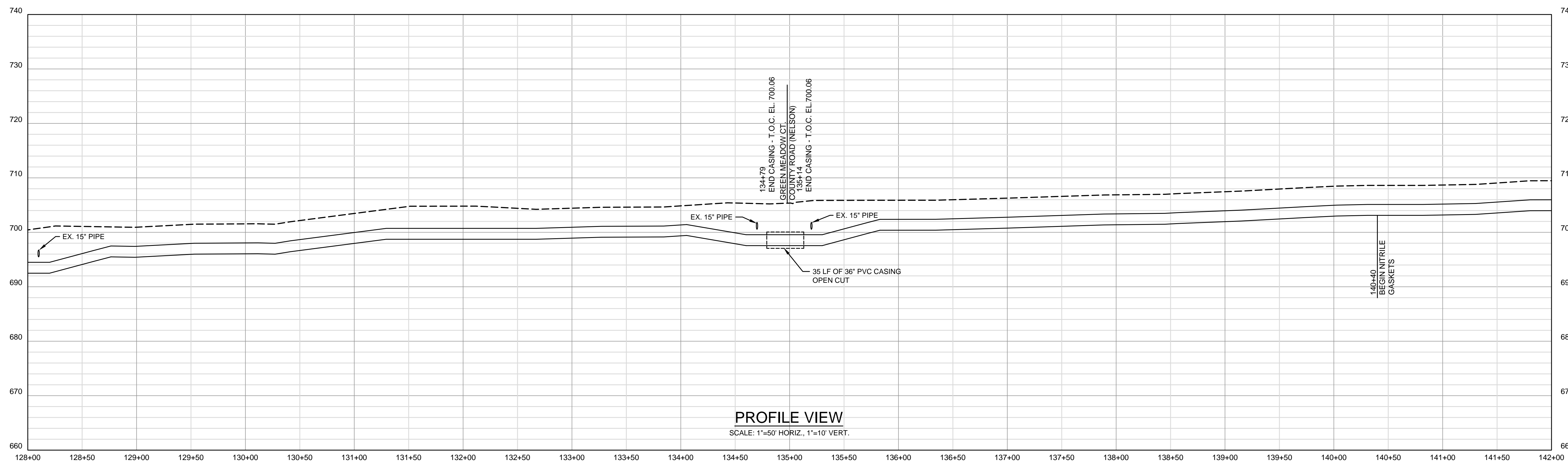
THE NELSON COUNTY WATER SUPPLY PROJECT - PHASE 2  
 FOR THE NORTH NELSON WATER DISTRICT  
 COX'S CREEK, KENTUCKY

KY HWY 245  
 PLAN - PROFILE

PROJECT NO.  
21027

SHEET NO.  
C-3

BID DOCUMENTS



**PROFILE VIEW**  
SCALE: 1"=50' HORIZ., 1"=10' VERT.

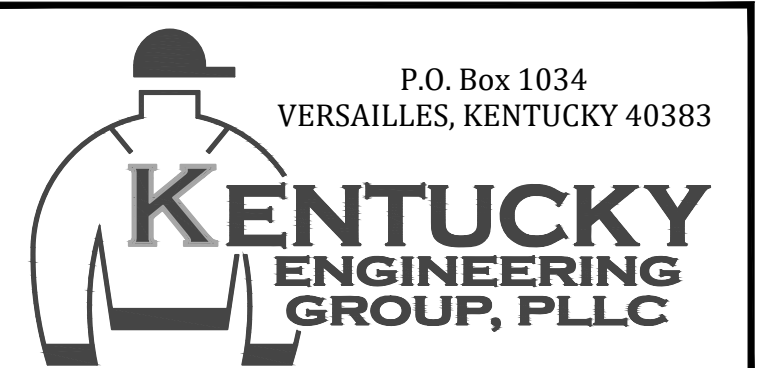
P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bardstowm\DWG\C PLAN SHEETS PHASE 2.dwg KEG 8/05/24

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DRAWING WITHOUT WRITTEN PERMISSION FROM KENTUCKY ENGINEERING GROUP, PLLC AND ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER.

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE DRAWING OR TITLE BLOCK TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	REVISIONS	BY

DATE:	JULY 2024
PROJECT MGR:	JCT
DRAWN BY:	JAB
CHECKED BY:	JCT/TLH
SCALE:	AS NOTED
2024 © Kentucky Engineering Group, PLLC	



**THE NELSON COUNTY WATER SUPPLY PROJECT - PHASE 2**  
FOR THE  
**NORTH NELSON WATER DISTRICT**  
COX'S CREEK, KENTUCKY

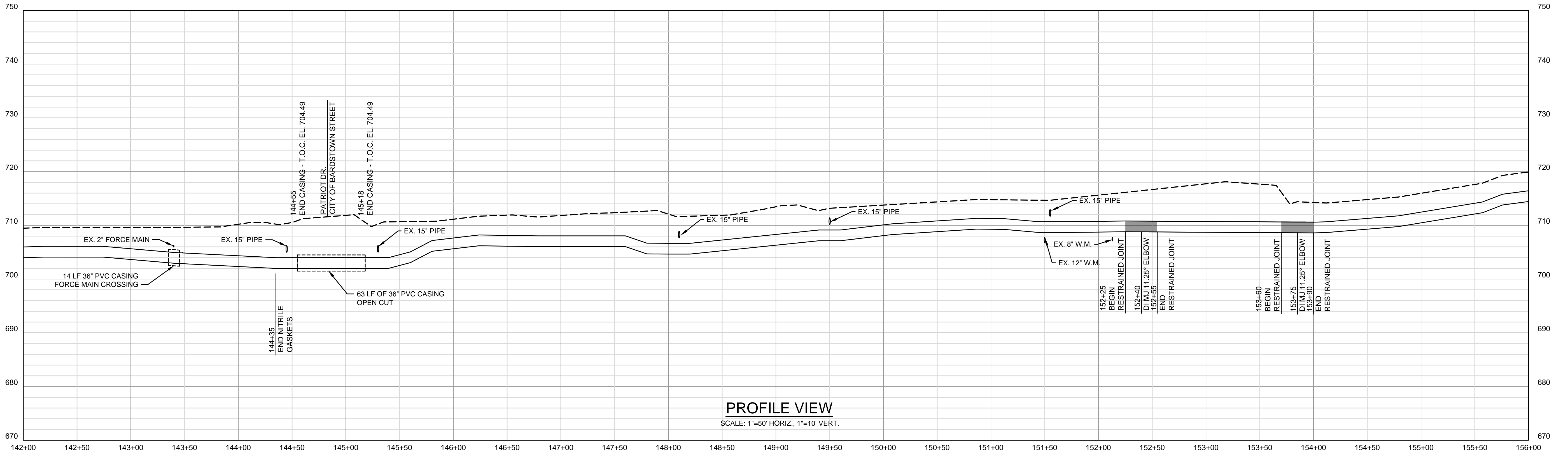
**KY HWY 245  
PLAN - PROFILE**

PROJECT NO.  
**21027**

SHEET NO.  
**C-4**

BID DOCUMENTS





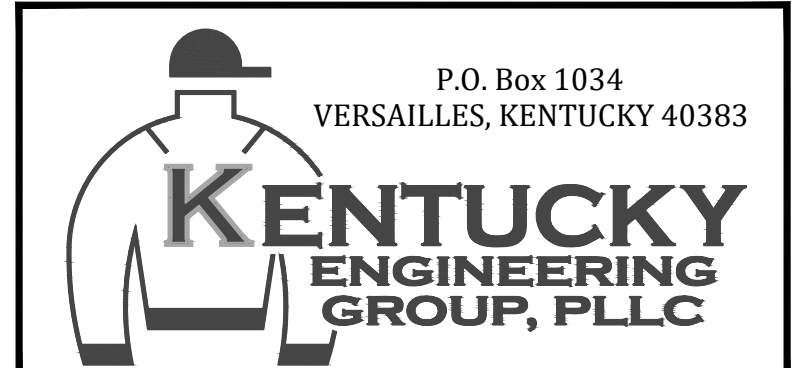
P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bardstown DWG\C PLAN SHEETS PHASE 2.dwg KEG 8/05/24

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DRAWING WITHOUT WRITTEN PERMISSION FROM KENTUCKY ENGINEERING GROUP, PLLC AND ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER.

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE DRAWING OR TITLE BLOCK TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	REVISIONS	BY

DATE: JULY 2024  
 PROJECT MGR: JCT  
 DRAWN BY: JAB  
 CHECKED BY: JCT/TLH  
 SCALE: AS NOTED  
 2024 © Kentucky Engineering Group, PLLC



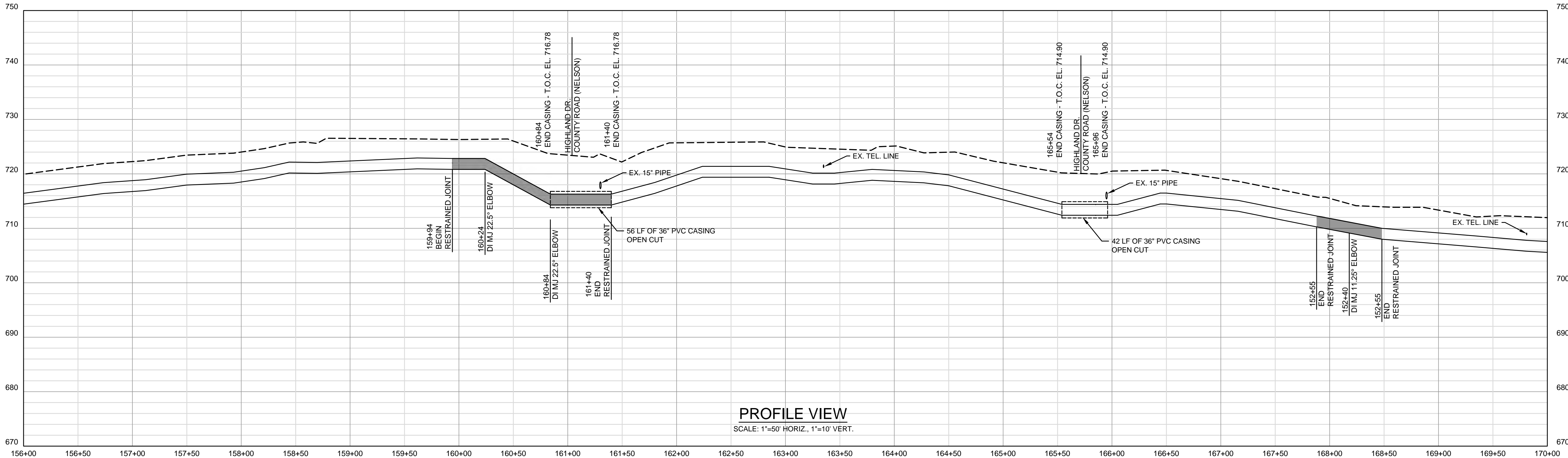
THE NELSON COUNTY WATER  
 SUPPLY PROJECT - PHASE 2  
 FOR THE  
 NORTH NELSON WATER DISTRICT  
 COX'S CREEK, KENTUCKY

KY HWY 245  
 PLAN - PROFILE

PROJECT NO.  
 21027

SHEET NO.  
 C-5

BID DOCUMENTS



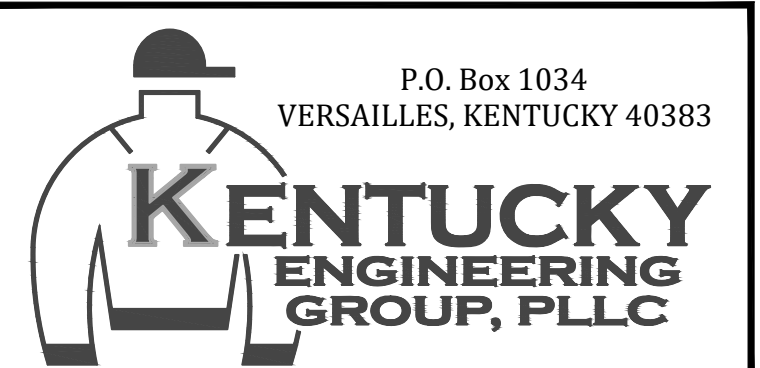
P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bardstown DWG C PLAN SHEETS PHASE 2.dwg KEG 8/05/24

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DRAWING WITHOUT WRITTEN PERMISSION FROM KENTUCKY ENGINEERING GROUP, PLLC AND ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER.

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE DRAWING OR TITLE BLOCK TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	REVISIONS	BY

DATE: JULY 2024  
 PROJECT MGR: JCT  
 DRAWN BY: JAB  
 CHECKED BY: JCT/TLH  
 SCALE: AS NOTED  
 2024 © Kentucky Engineering Group, PLLC



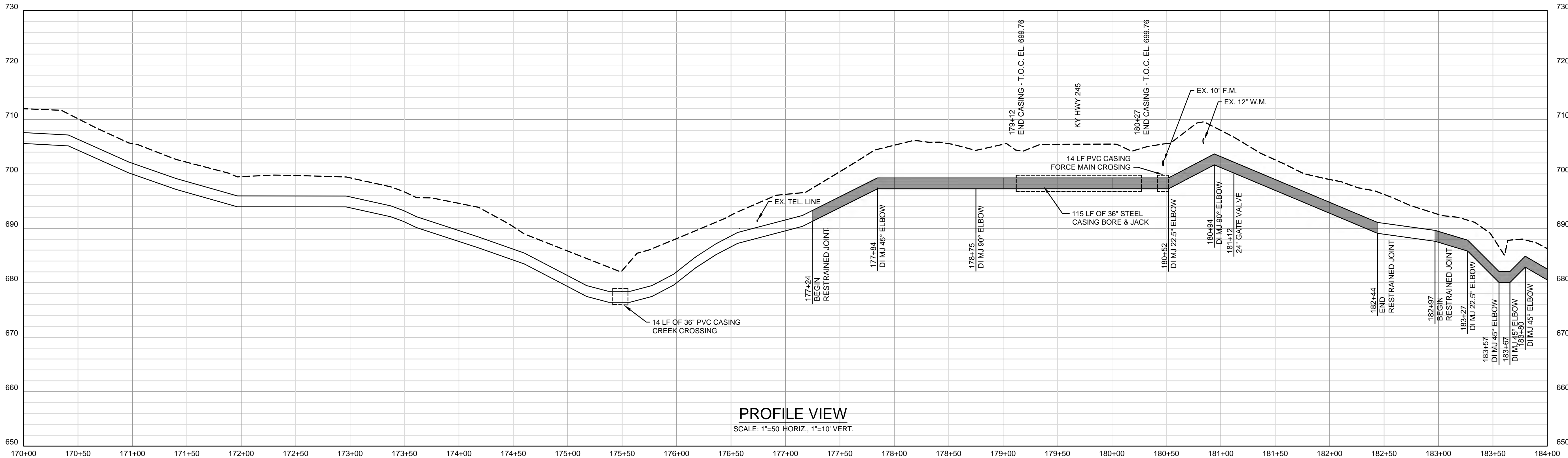
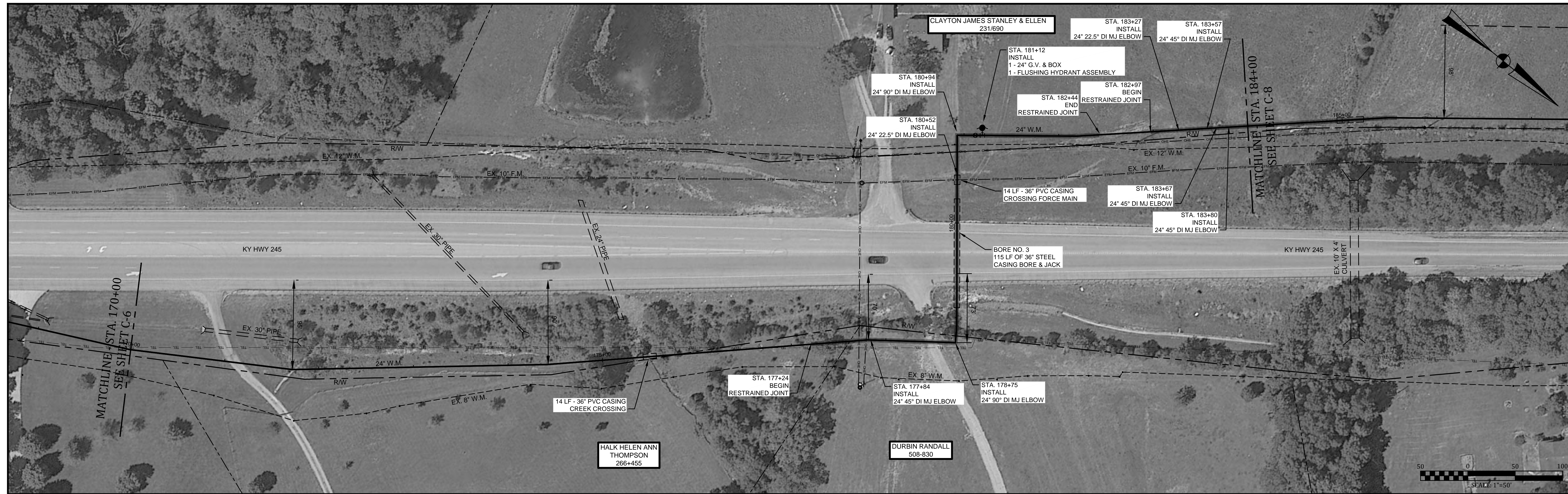
THE NELSON COUNTY WATER SUPPLY PROJECT - PHASE 2  
 FOR THE NORTH NELSON WATER DISTRICT  
 COX'S CREEK, KENTUCKY

KY HWY 245  
 PLAN - PROFILE

PROJECT NO. 21027
SHEET NO. C-6

BID DOCUMENTS

P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bardstown\DWG\C PLAN SHEETS PHASE 2.dwg KEG 8/05/24

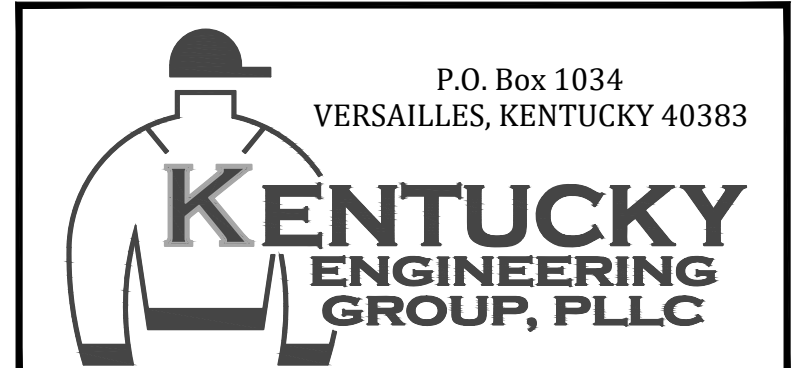


IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DRAWING WITHOUT WRITTEN PERMISSION FROM KENTUCKY ENGINEERING GROUP, PLLC AND ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER.

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE DRAWING OR TITLE BLOCK TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	REVISIONS	BY

DATE:	JULY 2024
PROJECT MGR:	JCT
DRAWN BY:	JAB
CHECKED BY:	JCT/TLH
SCALE:	AS NOTED
2024 © Kentucky Engineering Group, PLLC	

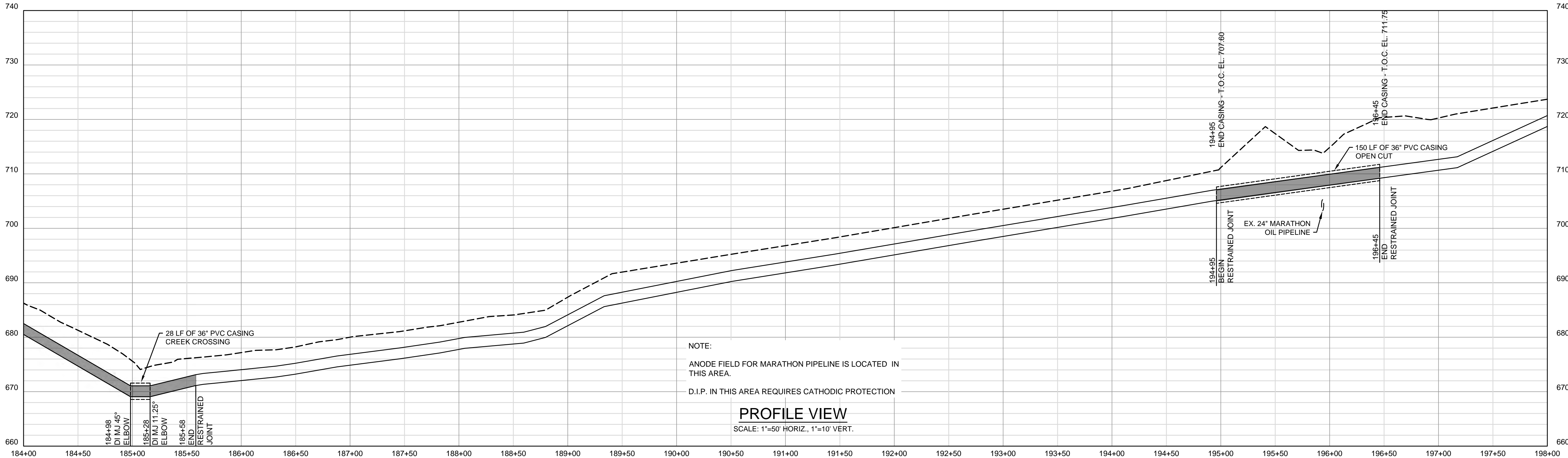


THE NELSON COUNTY WATER SUPPLY PROJECT - PHASE 2  
FOR THE NORTH NELSON WATER DISTRICT  
COX'S CREEK, KENTUCKY

KY HWY 245  
PLAN - PROFILE

PROJECT NO.	21027
SHEET NO.	C-7

BID DOCUMENTS



NOTE:  
 ANODE FIELD FOR MARATHON PIPELINE IS LOCATED IN THIS AREA.  
 D.I.P. IN THIS AREA REQUIRES CATHODIC PROTECTION

**PROFILE VIEW**  
 SCALE: 1"=50' HORIZ., 1"=10' VERT.

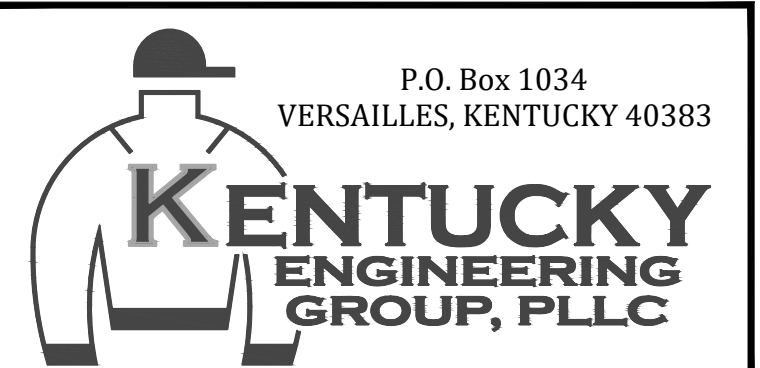
P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bandstown\DWG\C PLAN SHEETS PHASE 2.dwg KEG 8/05/24

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DRAWING WITHOUT WRITTEN PERMISSION FROM KENTUCKY ENGINEERING GROUP, PLLC AND ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER.

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE DRAWING OR TITLE BLOCK TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	REVISIONS	BY

DATE:	JULY 2024
PROJECT MGR:	JCT
DRAWN BY:	JAB
CHECKED BY:	JCT/TLH
SCALE:	AS NOTED
2024 © Kentucky Engineering Group, PLLC	

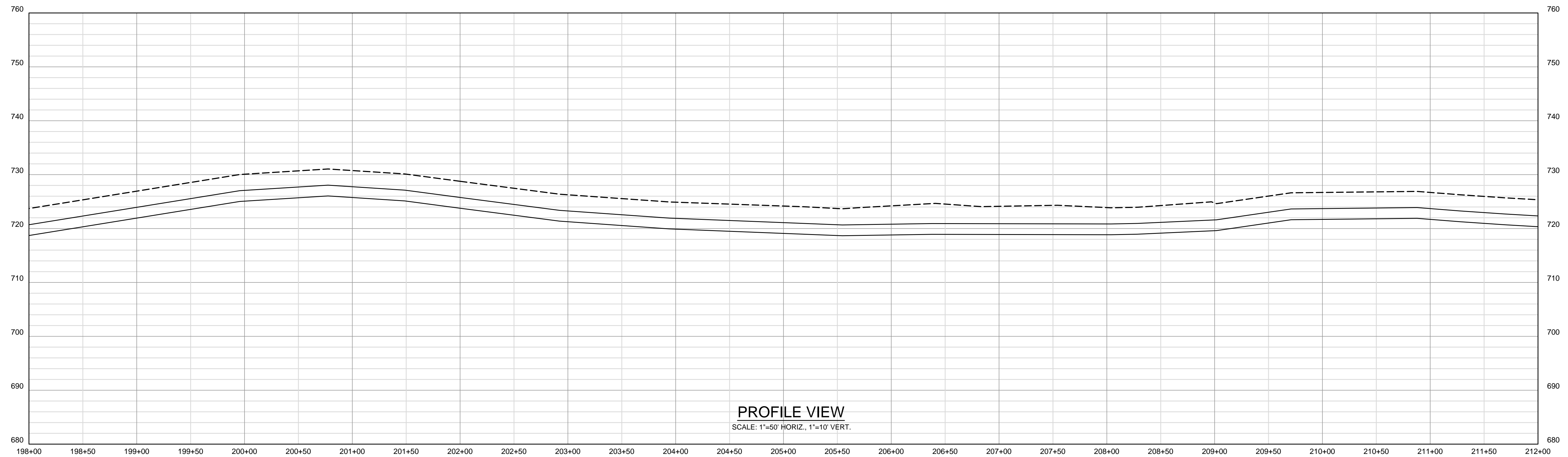


THE NELSON COUNTY WATER SUPPLY PROJECT - PHASE 2  
 FOR THE NORTH NELSON WATER DISTRICT  
 COX'S CREEK, KENTUCKY

KY HWY 245  
 PLAN - PROFILE

PROJECT NO.	21027
SHEET NO.	C-8

BID DOCUMENTS



**PROFILE VIEW**  
SCALE: 1"=50' HORIZ., 1"=10' VERT.

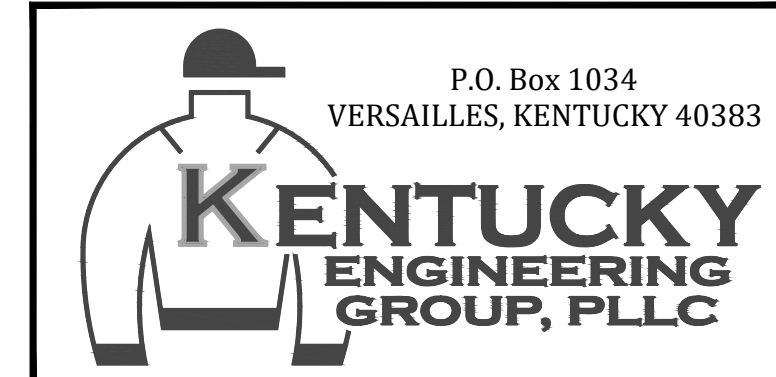
P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bardston\DWG\C PLAN SHEETS PHASE 2.dwg KEG 8/05/24

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DRAWING WITHOUT WRITTEN PERMISSION FROM KENTUCKY ENGINEERING GROUP, PLLC AND ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER.

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE DRAWING OR TITLE BLOCK TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	REVISIONS	BY

DATE:	JULY 2024
PROJECT MGR:	JCT
DRAWN BY:	JAB
CHECKED BY:	JCT/TLH
SCALE:	AS NOTED
2024 © Kentucky Engineering Group, PLLC	



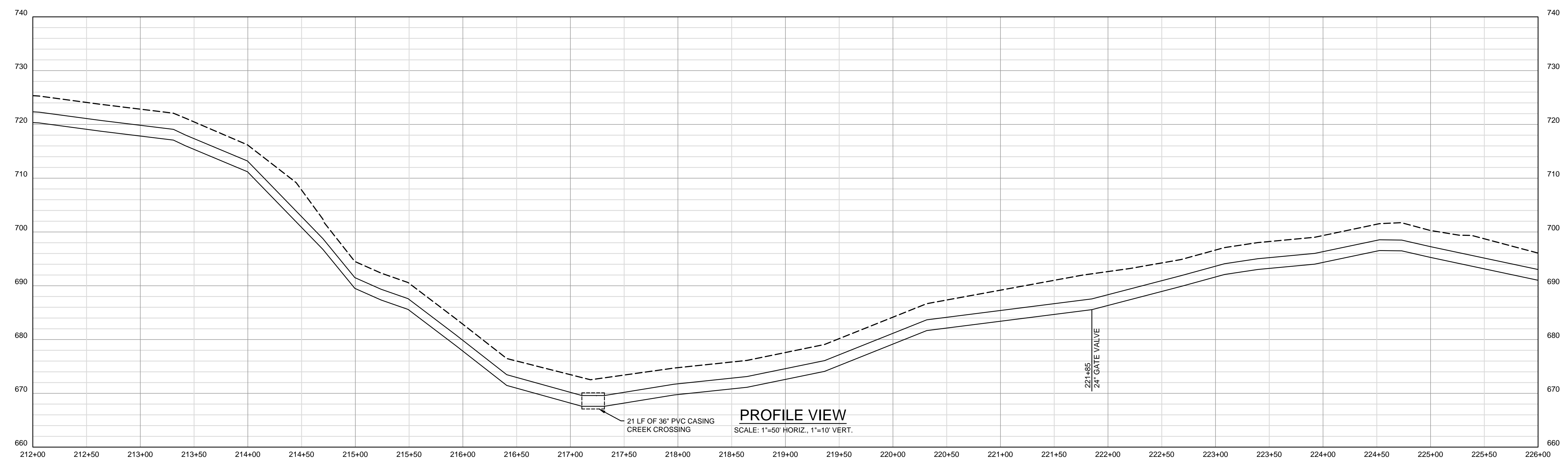
**THE NELSON COUNTY WATER SUPPLY PROJECT - PHASE 2**  
FOR THE  
**NORTH NELSON WATER DISTRICT**  
COX'S CREEK, KENTUCKY

**KY HWY 245  
PLAN - PROFILE**



PROJECT NO.	21027
SHEET NO.	C-9

BID DOCUMENTS



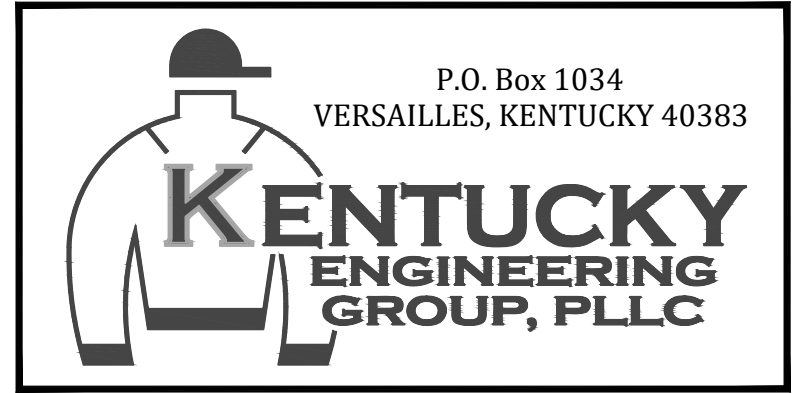
P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bardstown\DWG\C PLAN SHEETS PHASE 2.dwg REG 8/05/24

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DRAWING WITHOUT WRITTEN PERMISSION FROM KENTUCKY ENGINEERING GROUP, PLLC AND ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER.

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE DRAWING OR TITLE BLOCK TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	REVISIONS	BY

DATE:	JULY 2024
PROJECT MGR:	JCT
DRAWN BY:	JAB
CHECKED BY:	JCT/TLH
SCALE:	AS NOTED
2024 © Kentucky Engineering Group, PLLC	



**THE NELSON COUNTY WATER SUPPLY PROJECT - PHASE 2**  
 FOR THE  
**NORTH NELSON WATER DISTRICT**  
 COX'S CREEK, KENTUCKY

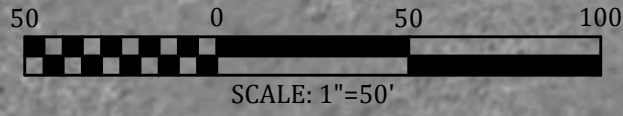
**KY HWY 245**  
**PLAN - PROFILE**

PROJECT NO.	21027
SHEET NO.	C-10

PROJECT NO.  
**21027**

SHEET NO.  
**C-10**

BID DOCUMENTS



**PROFILE VIEW**  
SCALE: 1"=50' HORIZ., 1"=10' VERT.

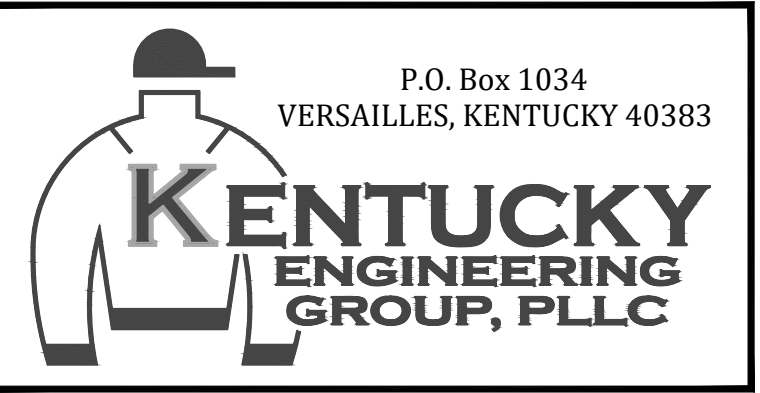
P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bardstown\DWG\C PLAN SHEETS PHASE 2.dwg REG: 8/05/24

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DRAWING WITHOUT WRITTEN PERMISSION FROM KENTUCKY ENGINEERING GROUP, PLLC AND ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER.

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE DRAWING OR TITLE BLOCK TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	REVISIONS	BY

DATE:	JULY 2024
PROJECT MGR:	JCT
DRAWN BY:	JAB
CHECKED BY:	JCT/TLH
SCALE:	AS NOTED
2024 © Kentucky Engineering Group, PLLC	



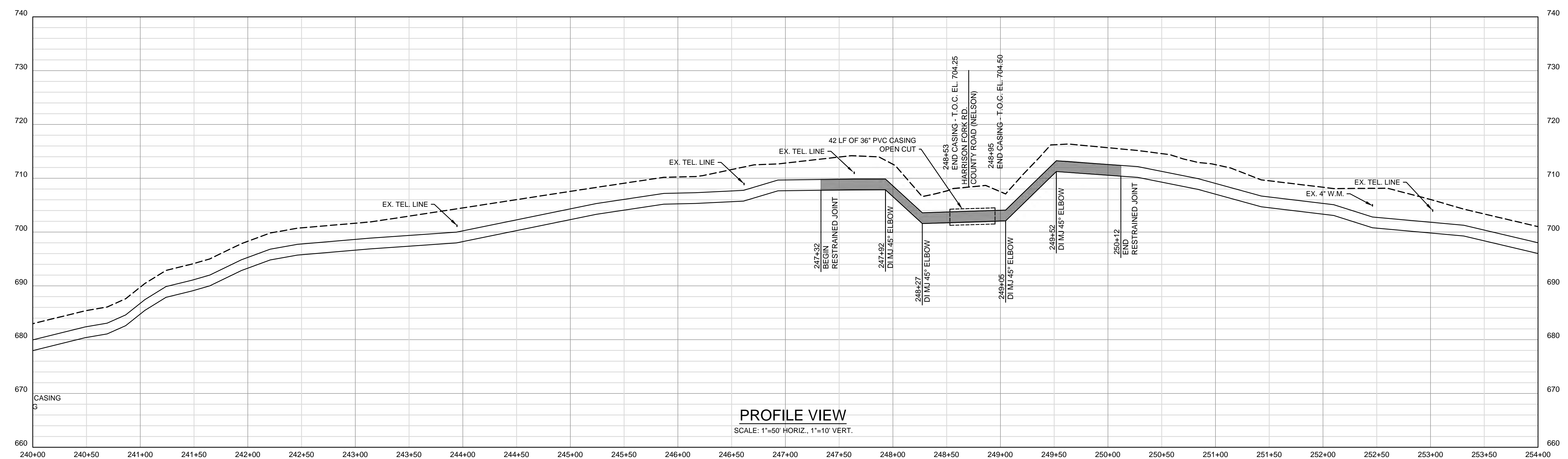
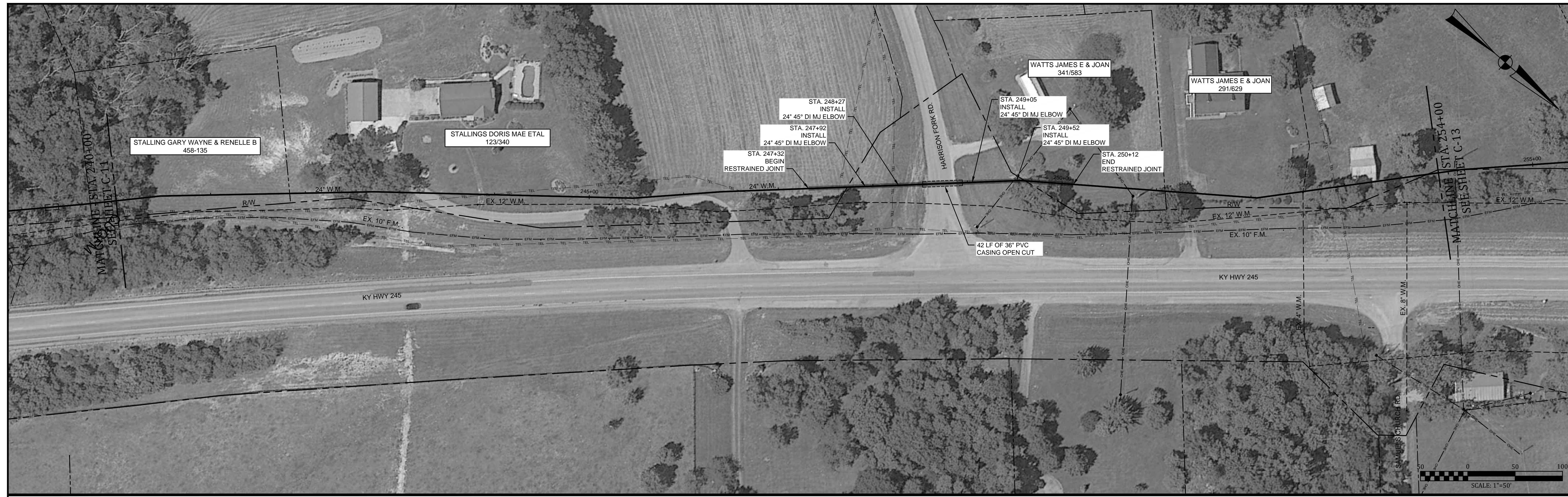
**THE NELSON COUNTY WATER SUPPLY PROJECT - PHASE 2**  
FOR THE  
**NORTH NELSON WATER DISTRICT**  
COX'S CREEK, KENTUCKY

**KY HWY 245  
PLAN - PROFILE**

PROJECT NO.  
**21027**

SHEET NO.  
**C-11**

BID DOCUMENTS



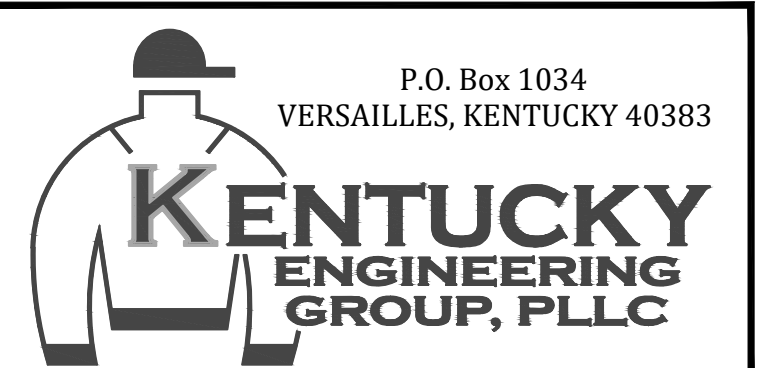
P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bardstown\DWG\C PLAN SHEETS PHASE 2.dwg REG: 8/05/24

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DRAWING WITHOUT WRITTEN PERMISSION FROM KENTUCKY ENGINEERING GROUP, PLLC AND ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER.

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE DRAWING OR TITLE BLOCK TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	REVISIONS	BY

DATE:	JULY 2024
PROJECT MGR:	JCT
DRAWN BY:	JAB
CHECKED BY:	JCT/TLH
SCALE:	AS NOTED
2024 © Kentucky Engineering Group, PLLC	



THE NELSON COUNTY WATER  
SUPPLY PROJECT - PHASE 2  
FOR THE  
NORTH NELSON WATER DISTRICT  
COX'S CREEK, KENTUCKY

KY HWY 245  
PLAN - PROFILE

PROJECT NO.  
21027

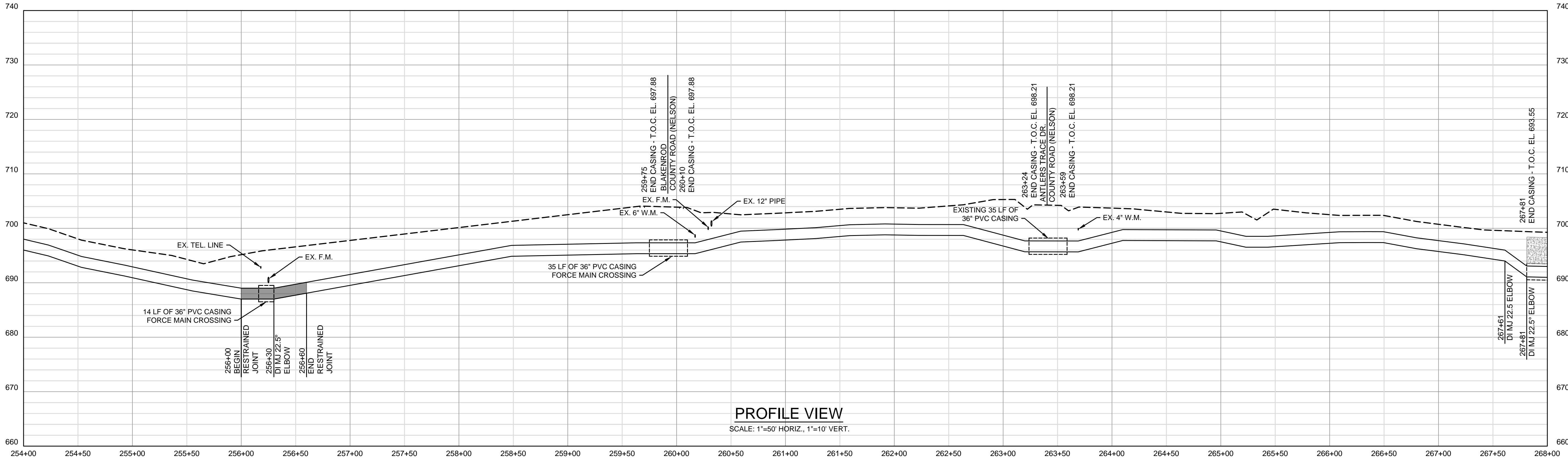
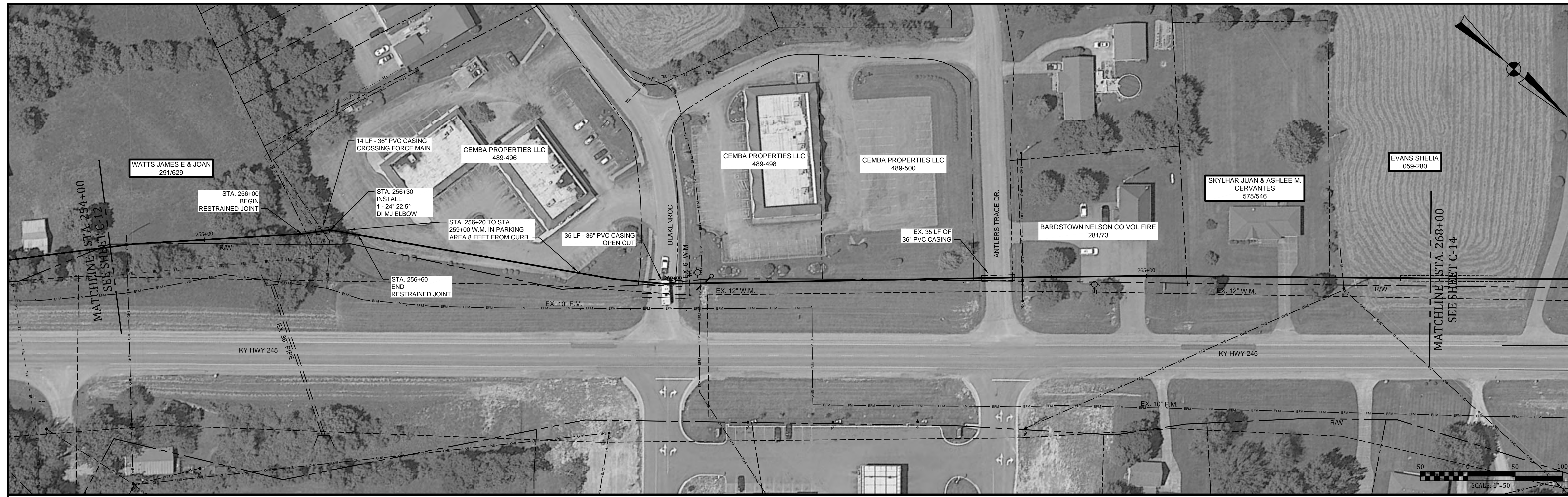
SHEET NO.  
C-12

PROJECT NO.  
21027

SHEET NO.  
C-12

BID DOCUMENTS





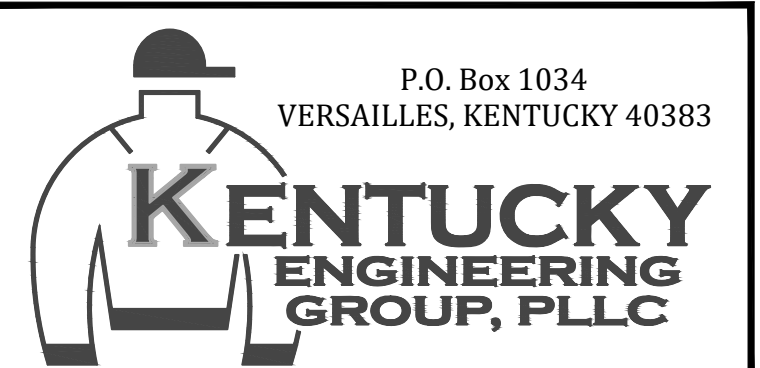
P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bardstown\DWG\C PLAN SHEETS PHASE 2.dwg KEG 8/05/24

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DRAWING WITHOUT WRITTEN PERMISSION FROM KENTUCKY ENGINEERING GROUP, PLLC AND ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER.

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE DRAWING OR TITLE BLOCK TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	REVISIONS	BY

DATE: JULY 2024  
 PROJECT MGR: JCT  
 DRAWN BY: JAB  
 CHECKED BY: JCT/TLH  
 SCALE: AS NOTED  
 2024 © Kentucky Engineering Group, PLLC



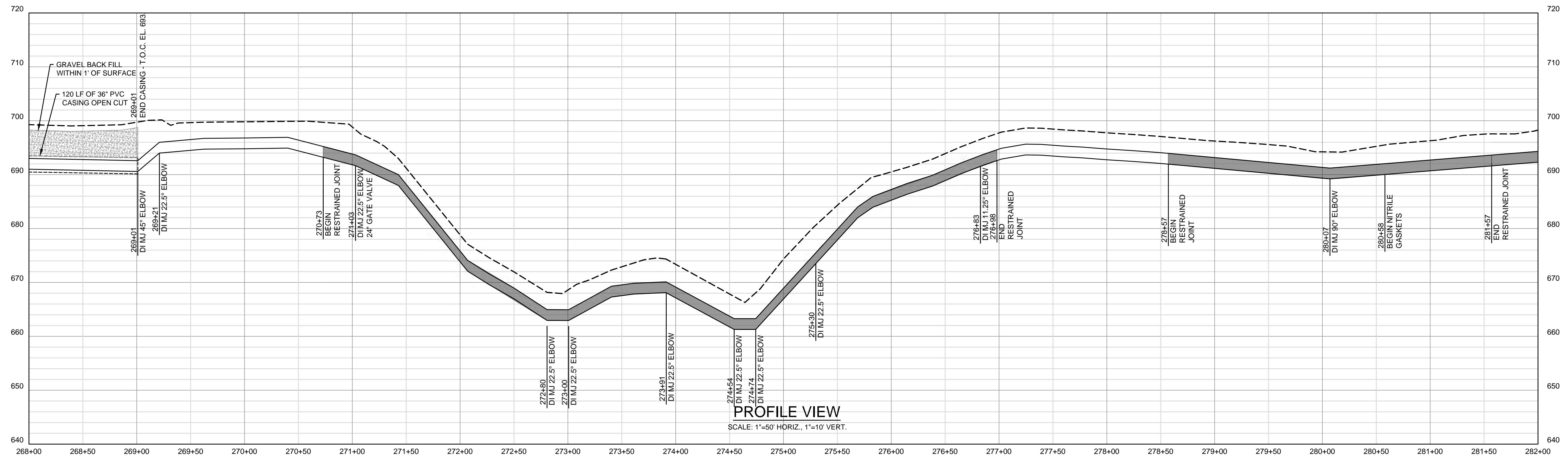
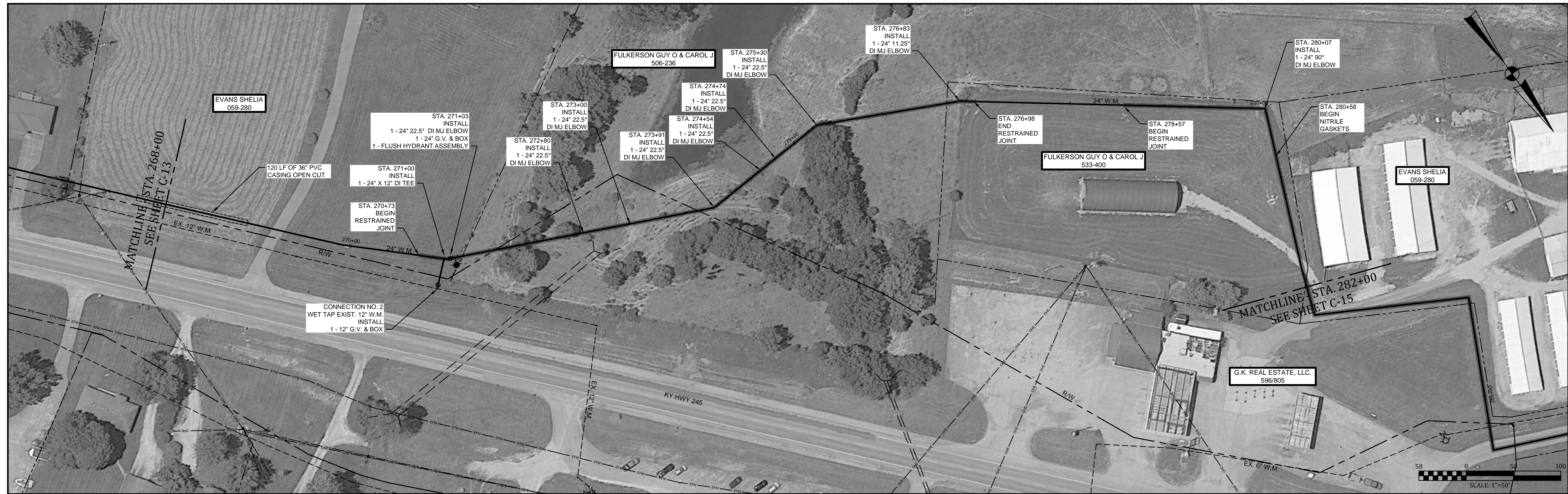
THE NELSON COUNTY WATER SUPPLY PROJECT - PHASE 2  
 FOR THE NORTH NELSON WATER DISTRICT  
 COX'S CREEK, KENTUCKY

KY HWY 245  
 PLAN - PROFILE

PROJECT NO.  
21027

SHEET NO.  
C-13

BID DOCUMENTS



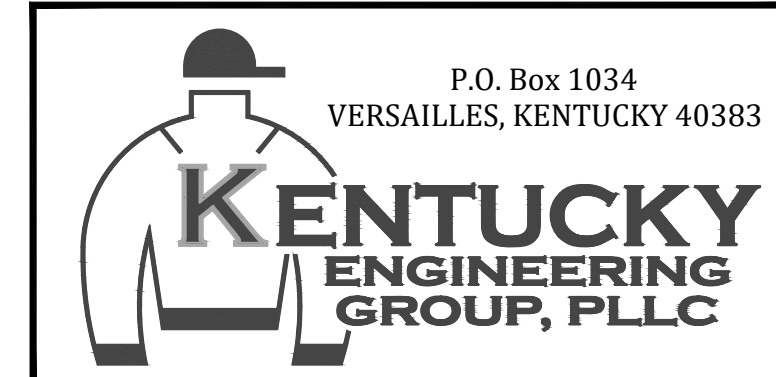
P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bardstown\DWG\C PLAN SHEETS PHASE 2.dwg REG: 8/05/24

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DRAWING WITHOUT WRITTEN PERMISSION FROM KENTUCKY ENGINEERING GROUP, PLLC AND ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER.

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE DRAWING OR TITLE BLOCK TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	REVISIONS	BY

DATE: JULY 2024  
 PROJECT MGR: JCT  
 DRAWN BY: JAB  
 CHECKED BY: JCT/TLH  
 SCALE: AS NOTED  
 2024 © Kentucky Engineering Group, PLLC



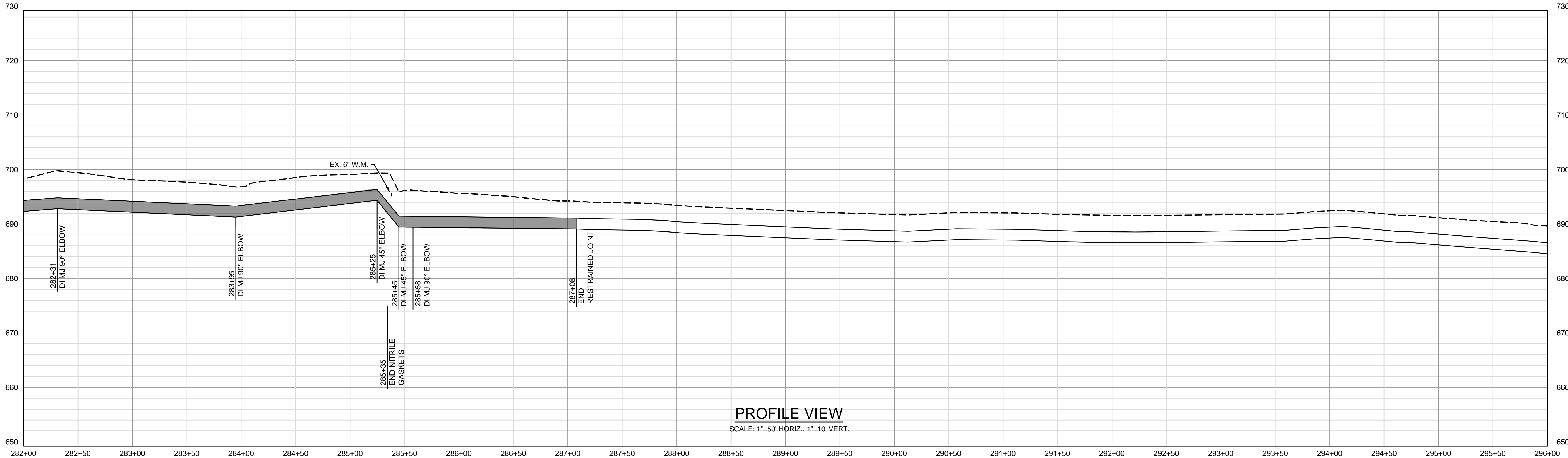
THE NELSON COUNTY WATER  
 SUPPLY PROJECT - PHASE 2  
 FOR THE  
 NORTH NELSON WATER DISTRICT  
 COX'S CREEK, KENTUCKY

KY HWY 245  
 PLAN - PROFILE

PROJECT NO.  
 21027

SHEET NO.  
 C-14

BID DOCUMENTS



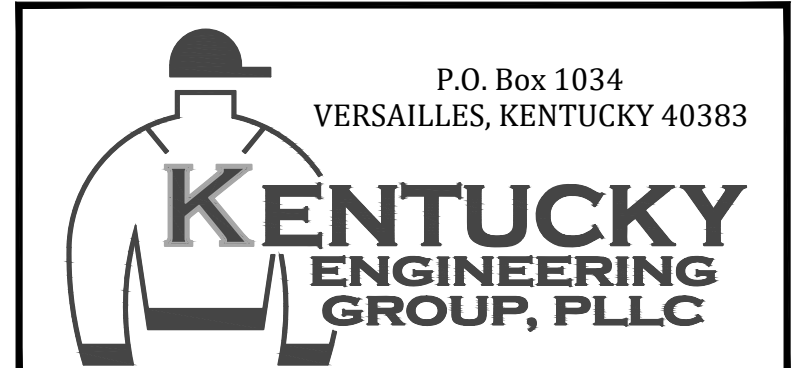
P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bardstown\DWG\C PLAN SHEETS PHASE 2.dwg KEG 8/05/24

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DRAWING WITHOUT WRITTEN PERMISSION FROM KENTUCKY ENGINEERING GROUP, PLLC AND ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER.

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE DRAWING OR TITLE BLOCK TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	REVISIONS	BY

DATE:	JULY 2024
PROJECT MGR:	JCT
DRAWN BY:	JAB
CHECKED BY:	JCT/TLH
SCALE:	AS NOTED
2024 © Kentucky Engineering Group, PLLC	



**THE NELSON COUNTY WATER SUPPLY PROJECT - PHASE 2**  
 FOR THE  
**NORTH NELSON WATER DISTRICT**  
 COX'S CREEK, KENTUCKY

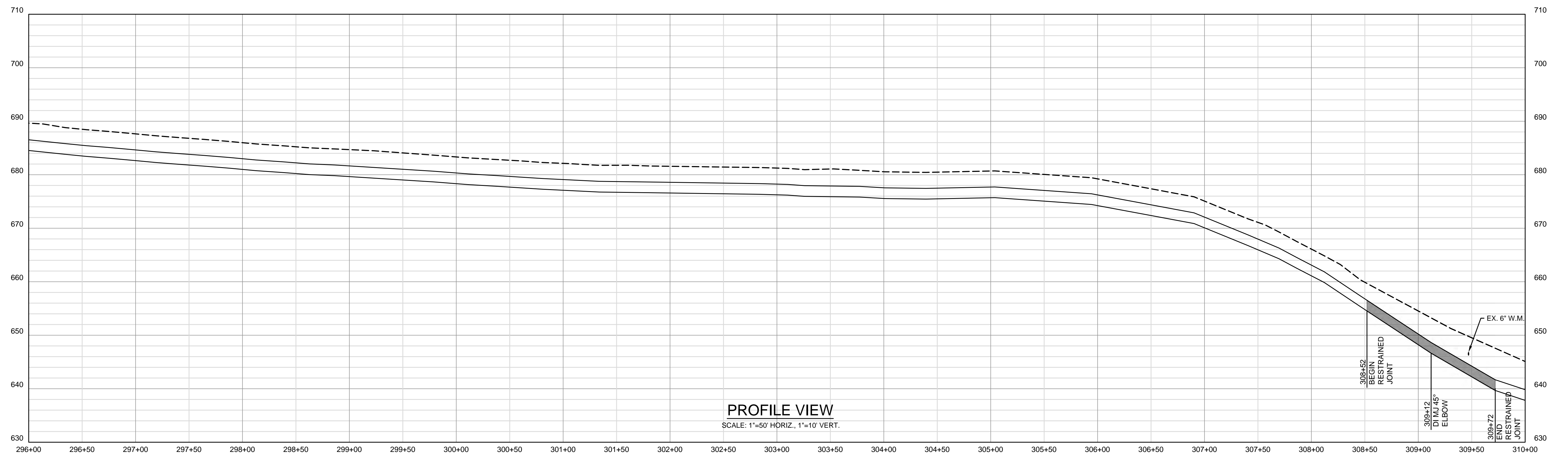
**KY HWY 245**  
**PLAN - PROFILE**

PROJECT NO.	21027
SHEET NO.	C-15

PROJECT NO.  
 21027

SHEET NO.  
 C-15

BID DOCUMENTS



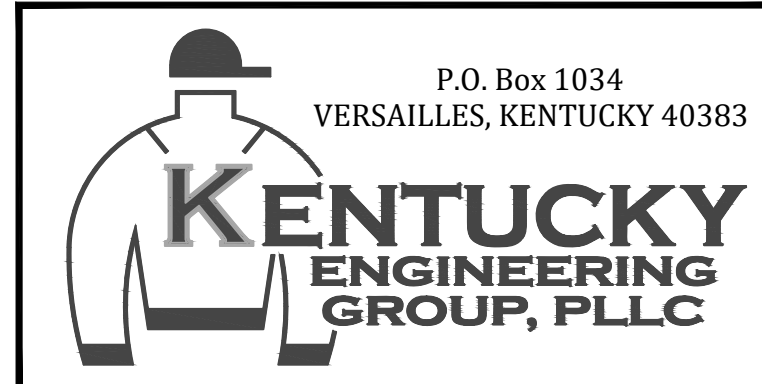
P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bardstown\DWG\C PLAN SHEETS PHASE 2.dwg REG 8/05/24

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DRAWING WITHOUT WRITTEN PERMISSION FROM KENTUCKY ENGINEERING GROUP, PLLC AND ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER.

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE DRAWING OR TITLE BLOCK TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	REVISIONS	BY

DATE:	JULY 2024
PROJECT MGR:	JCT
DRAWN BY:	JAB
CHECKED BY:	JCT/TLH
SCALE:	AS NOTED
2024 © Kentucky Engineering Group, PLLC	



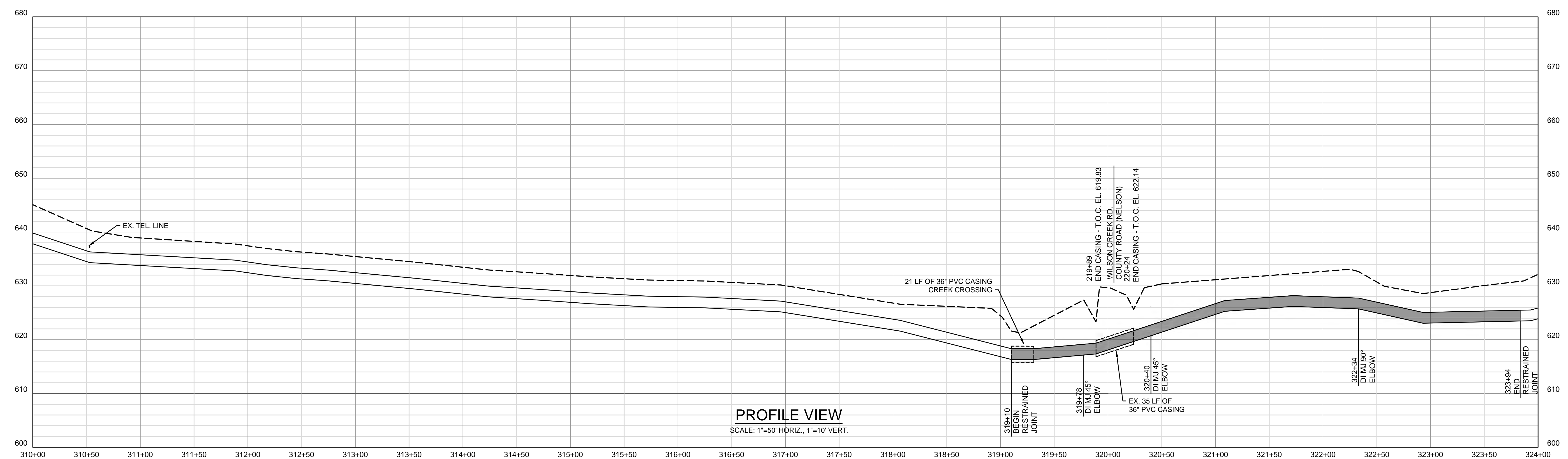
**THE NELSON COUNTY WATER SUPPLY PROJECT - PHASE 2**  
 FOR THE  
**NORTH NELSON WATER DISTRICT**  
 COX'S CREEK, KENTUCKY

**KY HWY 245**  
**PLAN - PROFILE**

PROJECT NO.	21027
SHEET NO.	C-16

PROJECT NO.	21027
SHEET NO.	C-16

BID DOCUMENTS



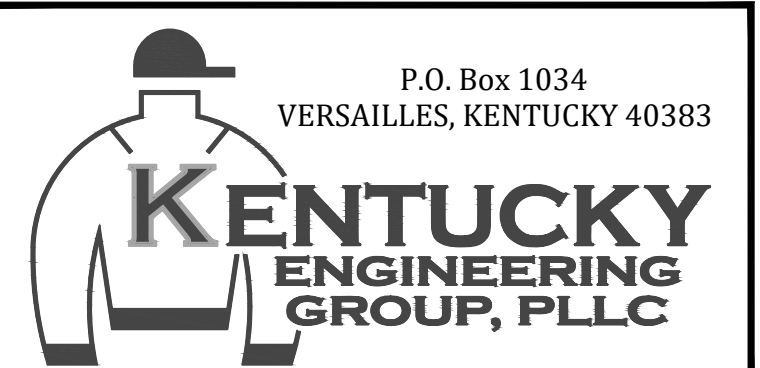
P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bardstowm\DWG\C PLAN SHEETS PHASE 2.dwg KEG 8/05/24

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DRAWING WITHOUT WRITTEN PERMISSION FROM KENTUCKY ENGINEERING GROUP, PLLC AND ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER.

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE DRAWING OR TITLE BLOCK TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	REVISIONS	BY

DATE:	JULY 2024
PROJECT MGR:	JCT
DRAWN BY:	JAB
CHECKED BY:	JCT/TLH
SCALE:	AS NOTED
2024 © Kentucky Engineering Group, PLLC	



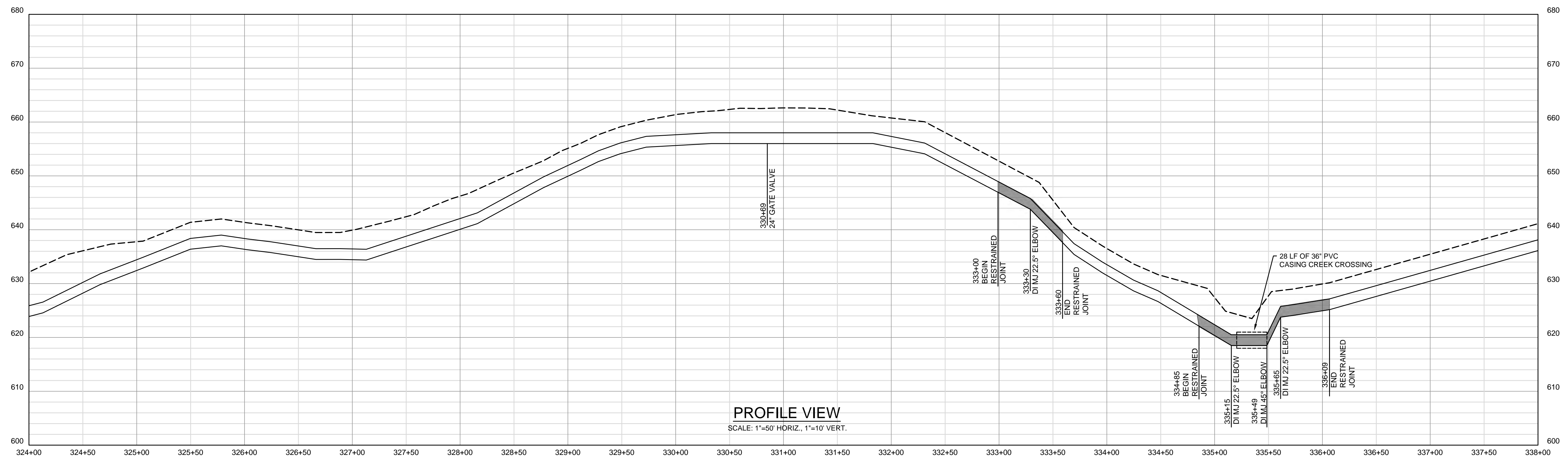
THE NELSON COUNTY WATER SUPPLY PROJECT - PHASE 2  
FOR THE NORTH NELSON WATER DISTRICT  
COX'S CREEK, KENTUCKY

KY HWY 245  
PLAN - PROFILE

PROJECT NO.  
21027

SHEET NO.  
C-17

BID DOCUMENTS



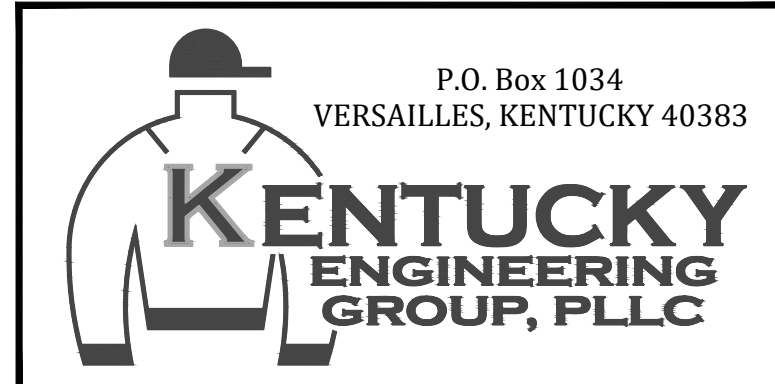
P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bardston\DWG\C PLAN SHEETS PHASE 2.dwg KEG 8/05/24

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DRAWING WITHOUT WRITTEN PERMISSION FROM KENTUCKY ENGINEERING GROUP, PLLC AND ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER.

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE DRAWING OR TITLE BLOCK TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	REVISIONS	BY

DATE: JULY 2024  
 PROJECT MGR: JCT  
 DRAWN BY: JAB  
 CHECKED BY: JCT/TLH  
 SCALE: AS NOTED  
 2024 © Kentucky Engineering Group, PLLC



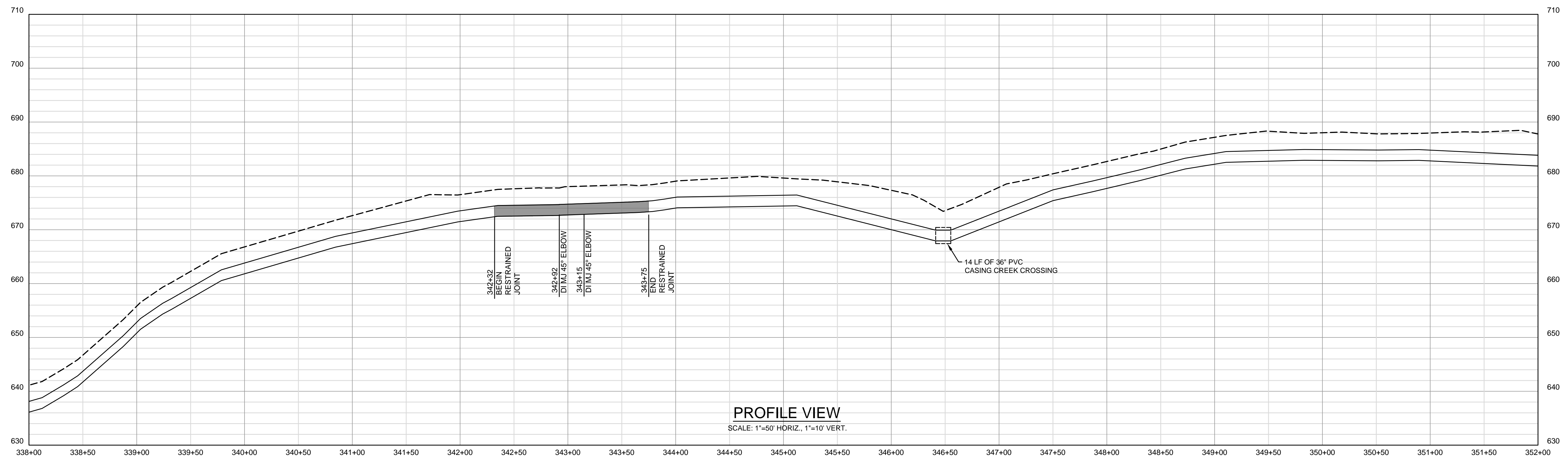
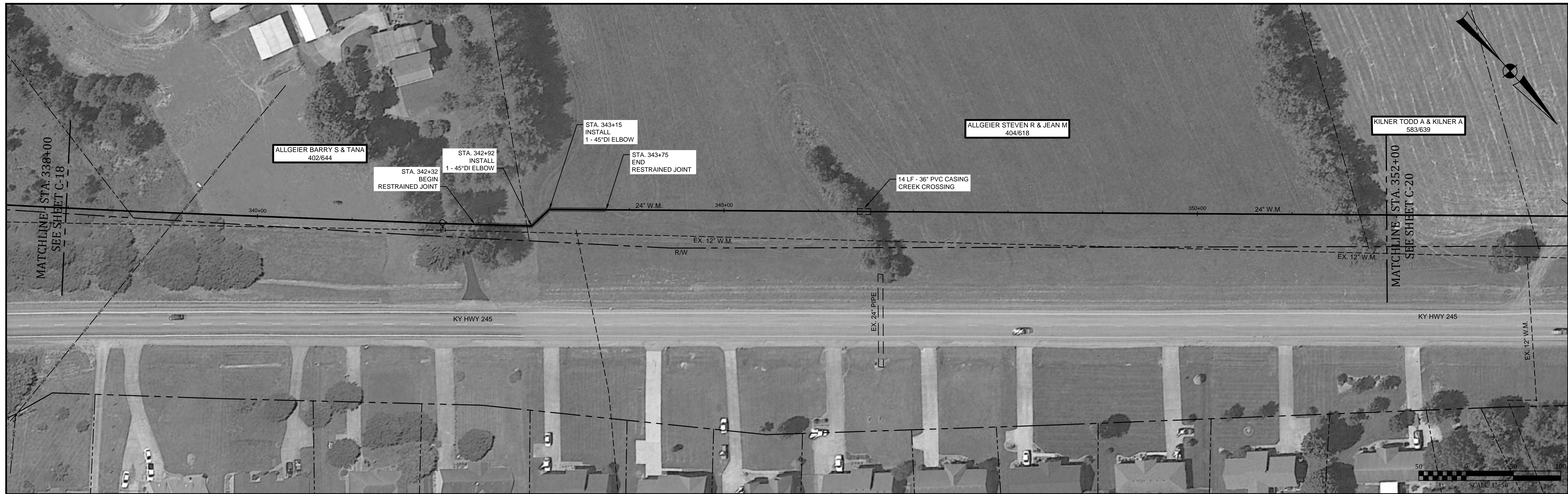
**THE NELSON COUNTY WATER SUPPLY PROJECT - PHASE 2**  
 FOR THE NORTH NELSON WATER DISTRICT  
 COX'S CREEK, KENTUCKY

**KY HWY 245 PLAN - PROFILE**

PROJECT NO.  
21027

SHEET NO.  
C-18

BID DOCUMENTS



**PROFILE VIEW**  
SCALE: 1"=50' HORIZ., 1"=10' VERT.

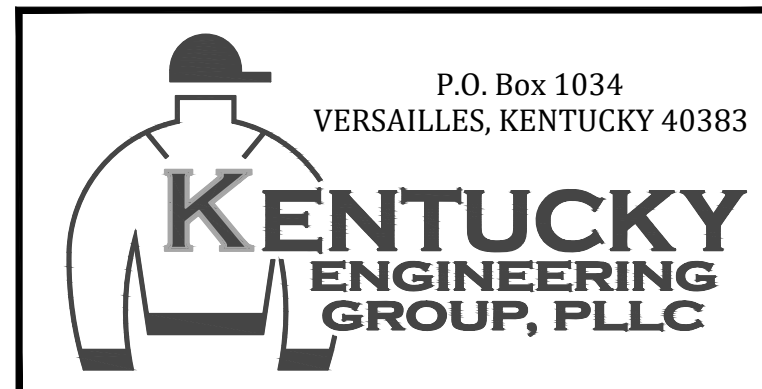
P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bardstown\DWG\C PLAN SHEETS PHASE 2.dwg KEG 8/05/24

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DRAWING WITHOUT WRITTEN PERMISSION FROM KENTUCKY ENGINEERING GROUP, PLLC AND ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER.

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE DRAWING OR TITLE BLOCK TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	REVISIONS	BY

DATE:	JULY 2024
PROJECT MGR:	JCT
DRAWN BY:	JAB
CHECKED BY:	JCT/TLH
SCALE:	AS NOTED
2024 © Kentucky Engineering Group, PLLC	



**THE NELSON COUNTY WATER SUPPLY PROJECT - PHASE 2**  
FOR THE  
**NORTH NELSON WATER DISTRICT**  
COX'S CREEK, KENTUCKY

**KY HWY 245  
PLAN - PROFILE**

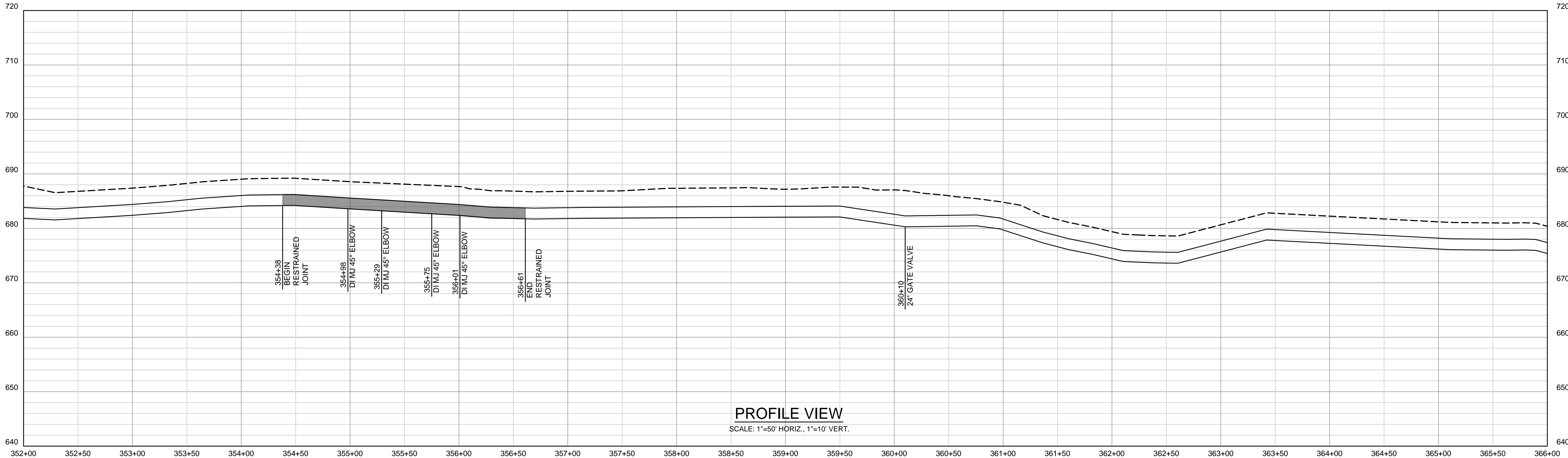
PROJECT NO.  
**21027**

SHEET NO.  
**C-19**

PROJECT NO.  
**21027**

SHEET NO.  
**C-19**

BID DOCUMENTS



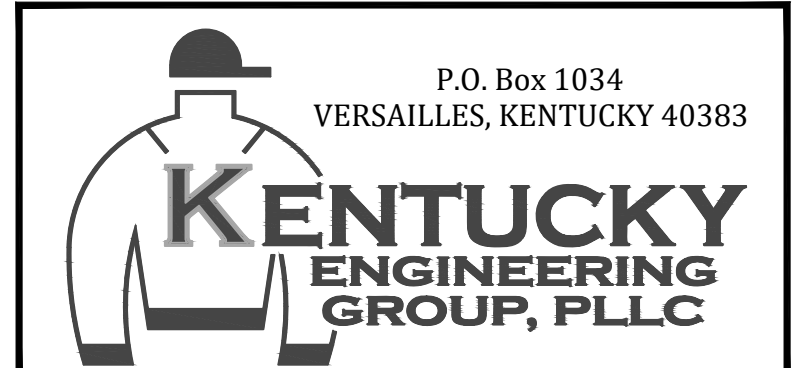
P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bardstowm\DWG\C PLAN SHEETS PHASE 2.dwg KEG 8/05/24

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DRAWING WITHOUT WRITTEN PERMISSION FROM KENTUCKY ENGINEERING GROUP, PLLC AND ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER.

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE DRAWING OR TITLE BLOCK TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	REVISIONS	BY

DATE:	JULY 2024
PROJECT MGR:	JCT
DRAWN BY:	JAB
CHECKED BY:	JCT/TLH
SCALE:	AS NOTED
2024 © Kentucky Engineering Group, PLLC	



**THE NELSON COUNTY WATER SUPPLY PROJECT - PHASE 2**  
 FOR THE  
**NORTH NELSON WATER DISTRICT**  
 COX'S CREEK, KENTUCKY

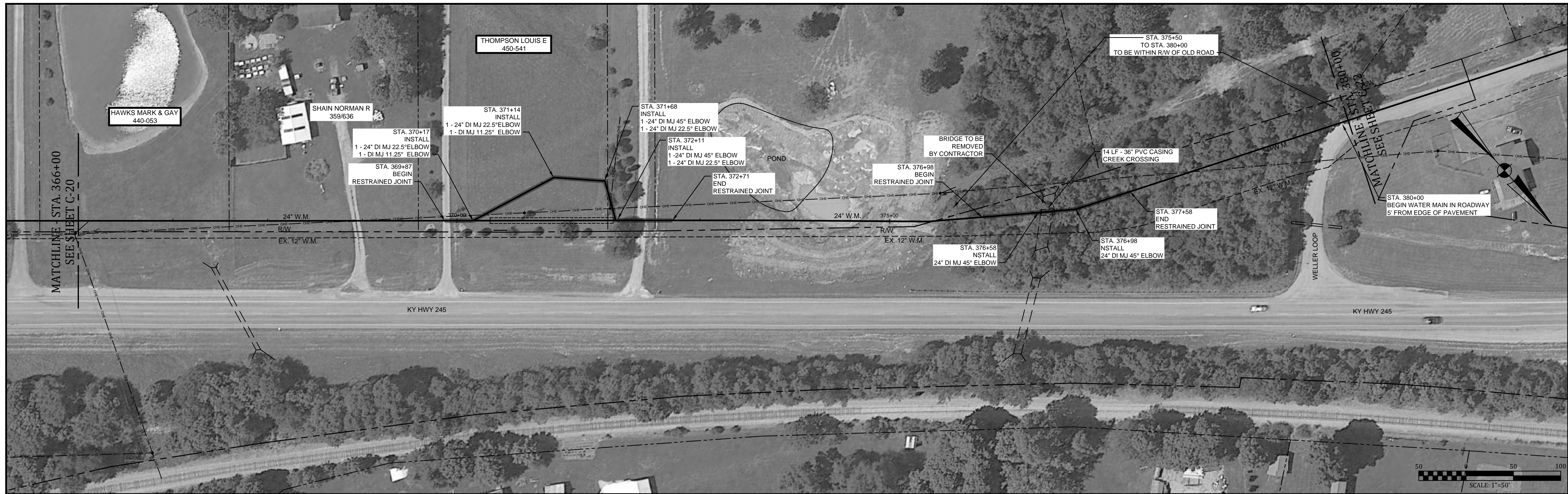
**KY HWY 245**  
**PLAN - PROFILE**

PROJECT NO.	21027
SHEET NO.	C-20

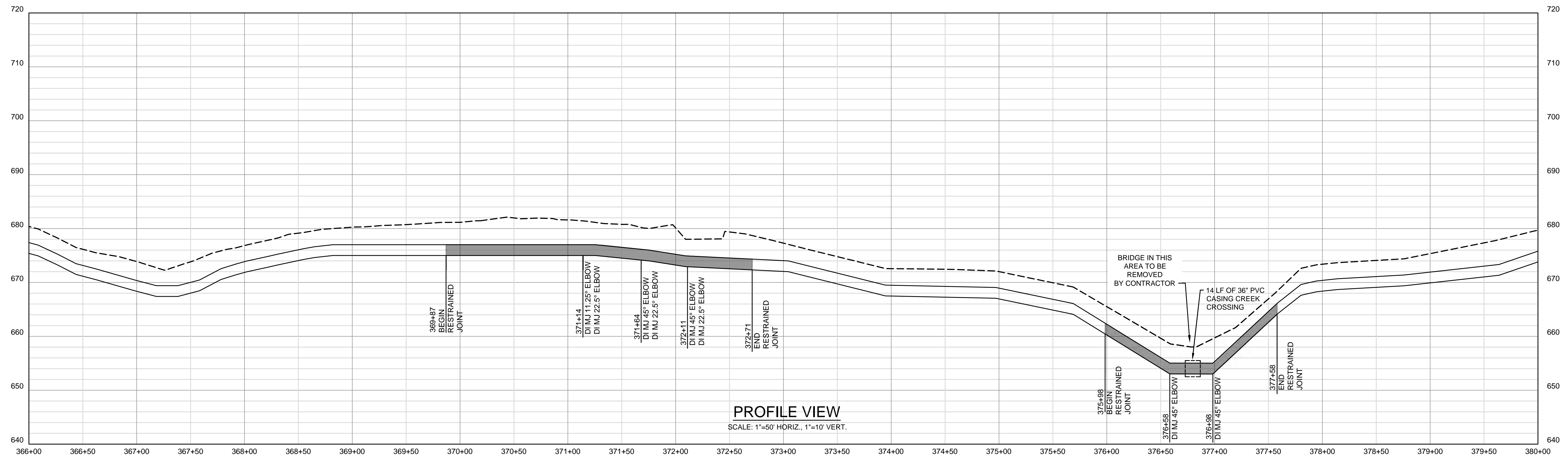
PROJECT NO.  
 21027  
 SHEET NO.  
 C-20

BID DOCUMENTS





P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bardstown\DWG\C PLAN SHEETS PHASE 2.dwg KEG 8/05/24



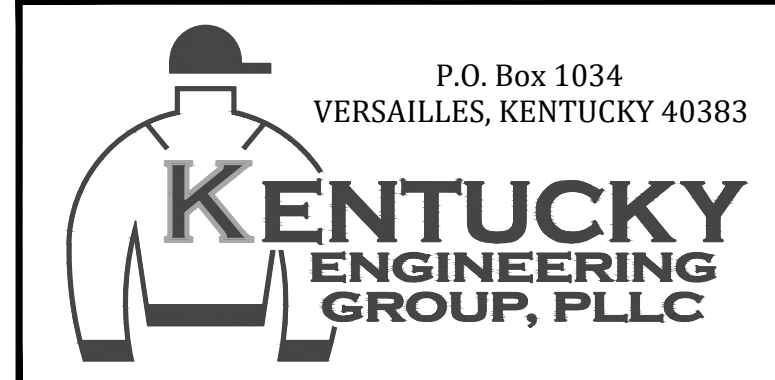
**PROFILE VIEW**  
SCALE: 1"=50' HORIZ., 1"=10' VERT.

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DRAWING WITHOUT WRITTEN PERMISSION FROM KENTUCKY ENGINEERING GROUP, PLLC AND ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER.

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE DRAWING OR TITLE BLOCK TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	REVISIONS	BY

DATE: JULY 2024  
 PROJECT MGR: JCT  
 DRAWN BY: JAB  
 CHECKED BY: JCT/TLH  
 SCALE: AS NOTED  
 2024 © Kentucky Engineering Group, PLLC



**THE NELSON COUNTY WATER SUPPLY PROJECT - PHASE 2**  
 FOR THE NORTH NELSON WATER DISTRICT  
 COX'S CREEK, KENTUCKY

**KY HWY 245 PLAN - PROFILE**

PROJECT NO.  
21027

SHEET NO.  
C-21

BID DOCUMENTS



**PROFILE VIEW**  
SCALE: 1"=50' HORIZ., 1"=10' VERT.

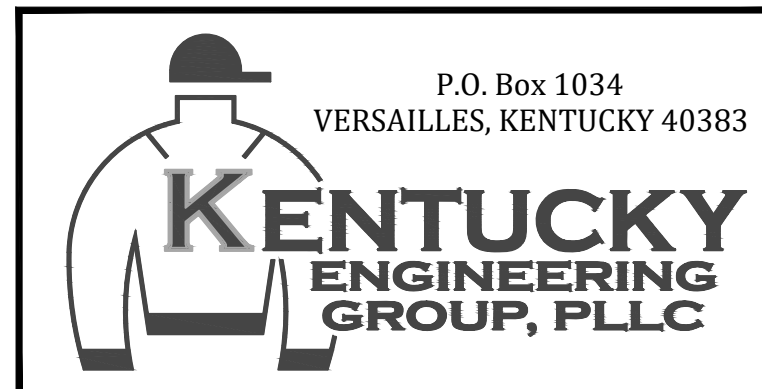
P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bardston\DWG\C PLAN SHEETS PHASE 2.dwg REG 8/05/24

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DRAWING WITHOUT WRITTEN PERMISSION FROM KENTUCKY ENGINEERING GROUP, PLLC AND ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER.

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE DRAWING OR TITLE BLOCK TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	REVISIONS	BY

DATE:	JULY 2024
PROJECT MGR:	JCT
DRAWN BY:	JAB
CHECKED BY:	JCT/TLH
SCALE:	AS NOTED
2024 © Kentucky Engineering Group, PLLC	

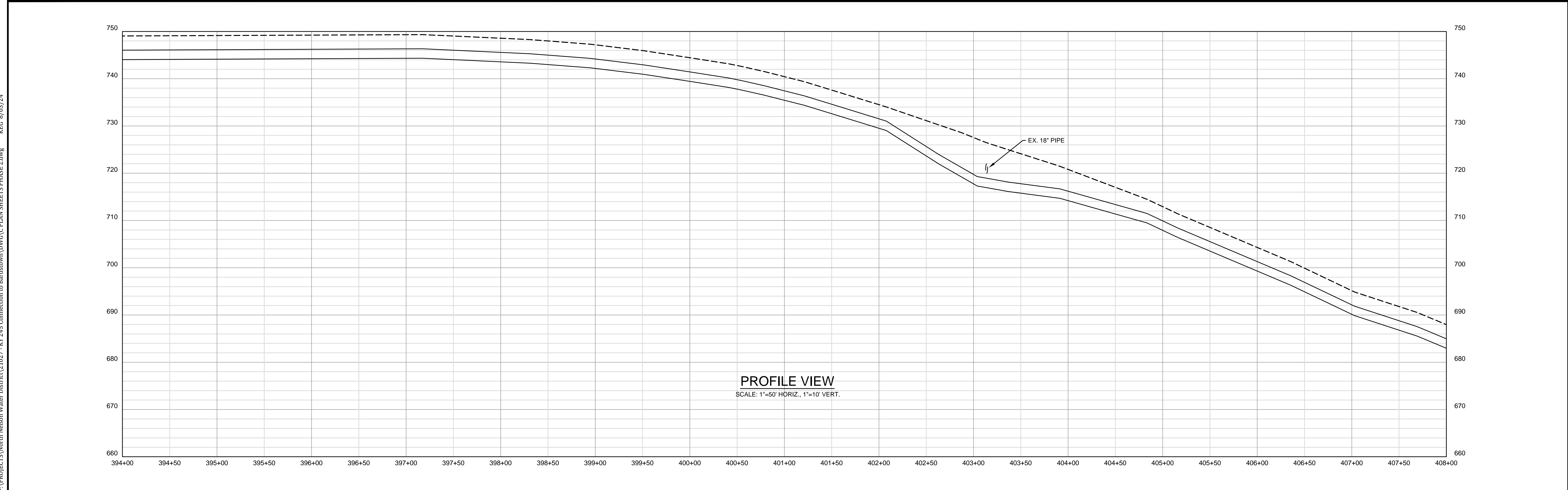


**THE NELSON COUNTY WATER SUPPLY PROJECT - PHASE 2**  
FOR THE  
**NORTH NELSON WATER DISTRICT**  
COX'S CREEK, KENTUCKY

**KY HWY 245  
PLAN - PROFILE**

PROJECT NO. 21027
SHEET NO. C-22

BID DOCUMENTS



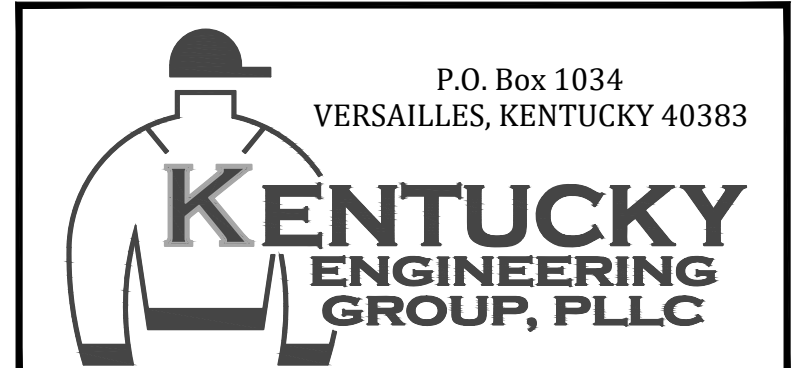
P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bardstown DWG\C PLAN SHEETS PHASE 2.dwg REG 8/03/24

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DRAWING WITHOUT WRITTEN PERMISSION FROM KENTUCKY ENGINEERING GROUP, PLLC AND ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER.

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE DRAWING OR TITLE BLOCK TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	REVISIONS	BY

DATE:	JULY 2024
PROJECT MGR:	JCT
DRAWN BY:	JAB
CHECKED BY:	JCT/TLH
SCALE:	AS NOTED
2024 © Kentucky Engineering Group, PLLC	



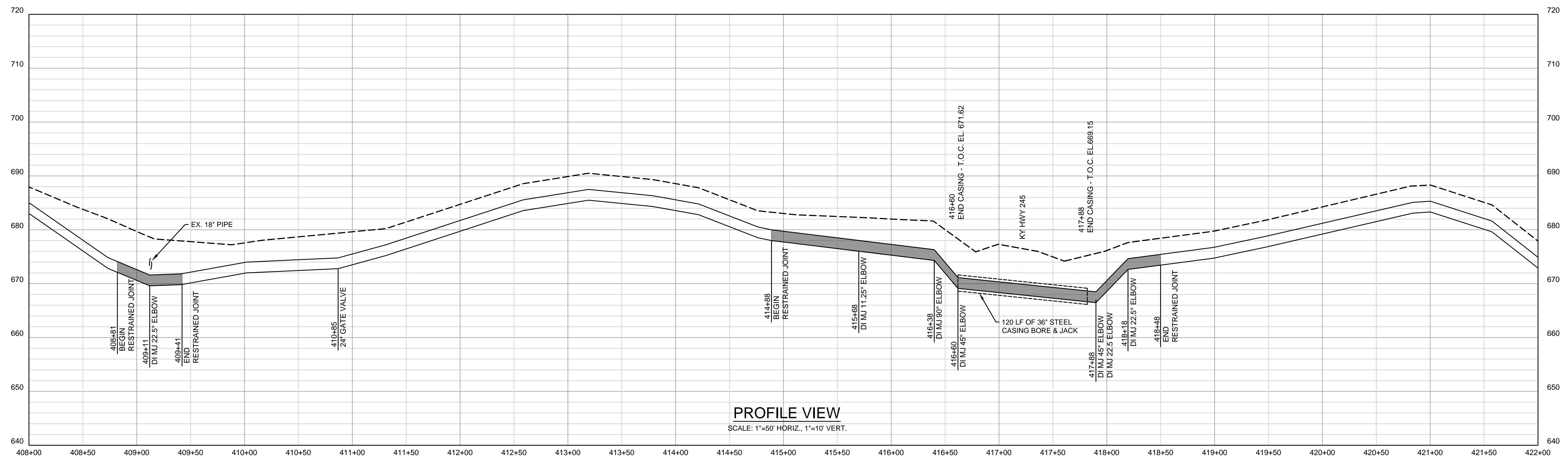
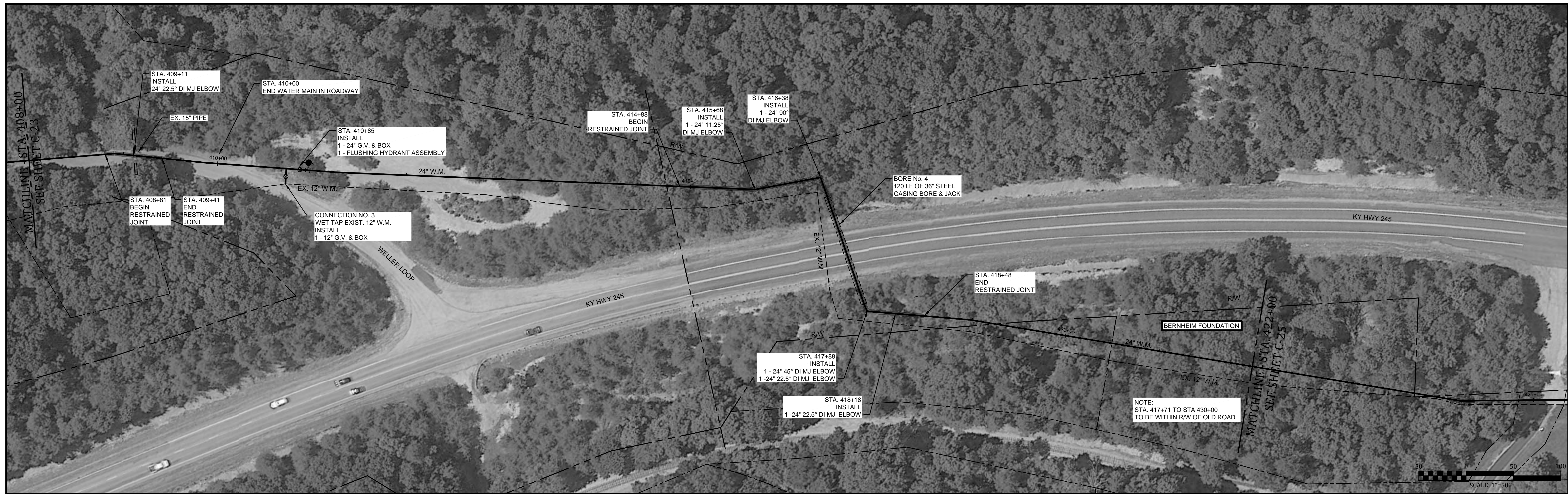
**THE NELSON COUNTY WATER SUPPLY PROJECT - PHASE 2**  
FOR THE  
**NORTH NELSON WATER DISTRICT**  
COX'S CREEK, KENTUCKY

**KY HWY 245  
PLAN - PROFILE**



PROJECT NO.	21027
SHEET NO.	C-23

BID DOCUMENTS



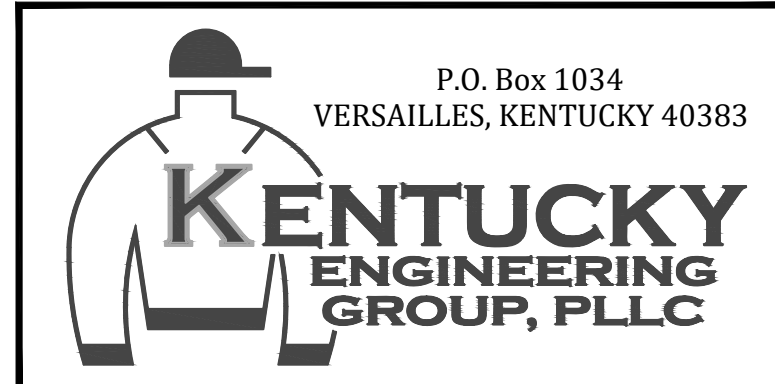
P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bardstown\DWG\C PLAN SHEETS PHASE 2.dwg    REG 8/05/24

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DRAWING WITHOUT WRITTEN PERMISSION FROM KENTUCKY ENGINEERING GROUP, PLLC AND ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER.

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE DRAWING OR TITLE BLOCK TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	REVISIONS	BY

DATE:	JULY 2024
PROJECT MGR:	JCT
DRAWN BY:	JAB
CHECKED BY:	JCT/TLH
SCALE:	AS NOTED
2024 © Kentucky Engineering Group, PLLC	



THE NELSON COUNTY WATER  
SUPPLY PROJECT - PHASE 2  
FOR THE  
NORTH NELSON WATER DISTRICT  
COX'S CREEK, KENTUCKY

KY HWY 245  
PLAN - PROFILE

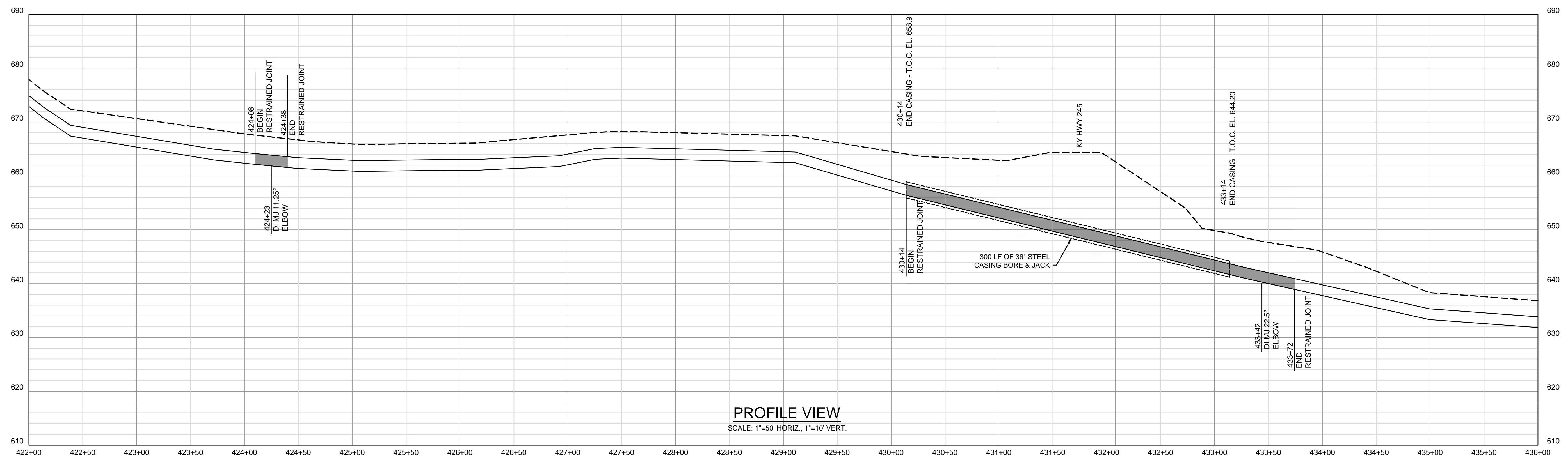
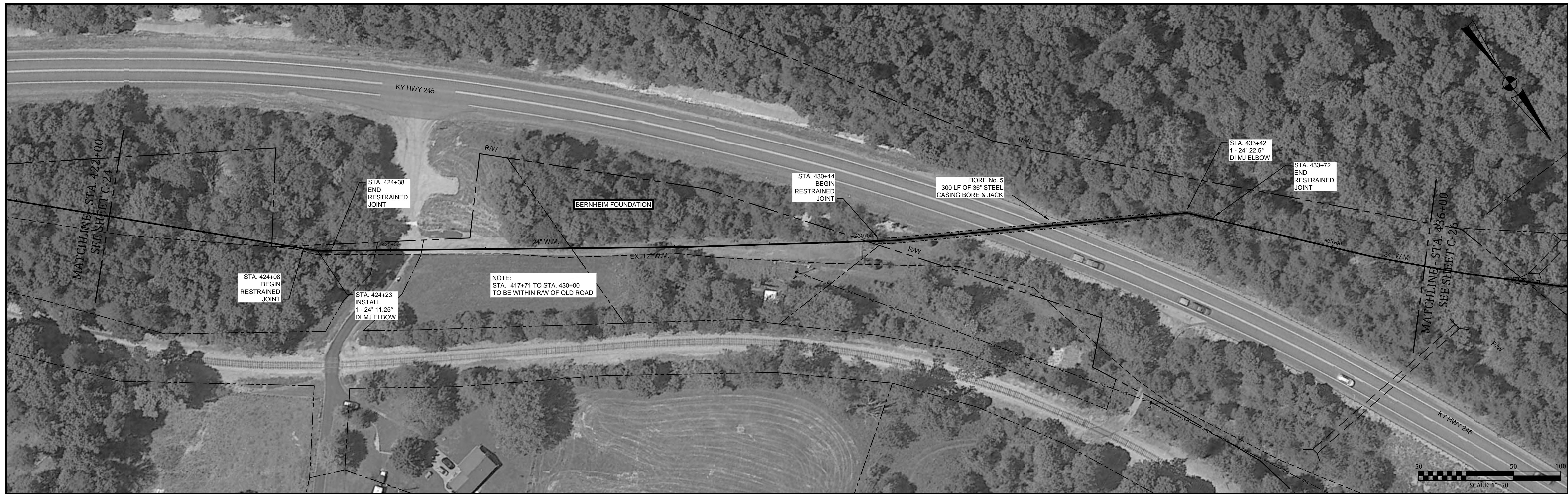
PROJECT NO.  
21027

SHEET NO.  
C-24

PROJECT NO.  
21027

SHEET NO.  
C-24

BID DOCUMENTS



**PROFILE VIEW**  
SCALE: 1"=50' HORIZ., 1"=10' VERT.

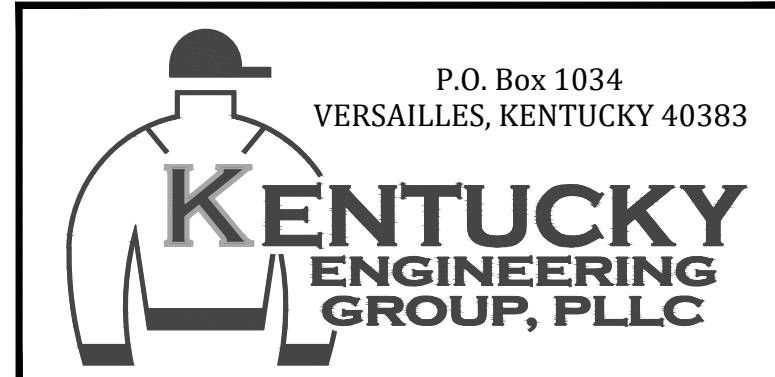
P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bardstown\DWG\C PLAN SHEETS PHASE 2.dwg KEG 8/05/24

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DRAWING WITHOUT WRITTEN PERMISSION FROM KENTUCKY ENGINEERING GROUP, PLLC AND ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER.

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE DRAWING OR TITLE BLOCK TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	REVISIONS	BY

DATE:	JULY 2024
PROJECT MGR:	JCT
DRAWN BY:	JAB
CHECKED BY:	JCT/TLH
SCALE:	AS NOTED
2024 © Kentucky Engineering Group, PLLC	



**THE NELSON COUNTY WATER SUPPLY PROJECT - PHASE 2**  
FOR THE  
**NORTH NELSON WATER DISTRICT**  
COX'S CREEK, KENTUCKY

**KY HWY 245  
PLAN - PROFILE**

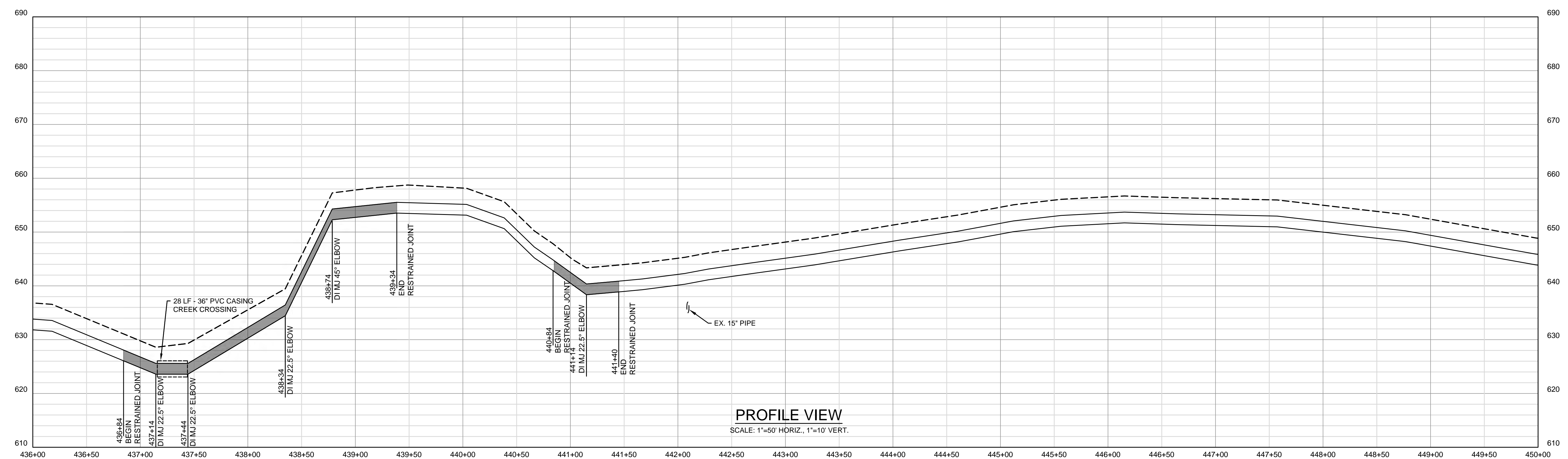
PROJECT NO.  
**21027**

SHEET NO.  
**C-25**

PROJECT NO.  
**21027**

SHEET NO.  
**C-25**

BID DOCUMENTS



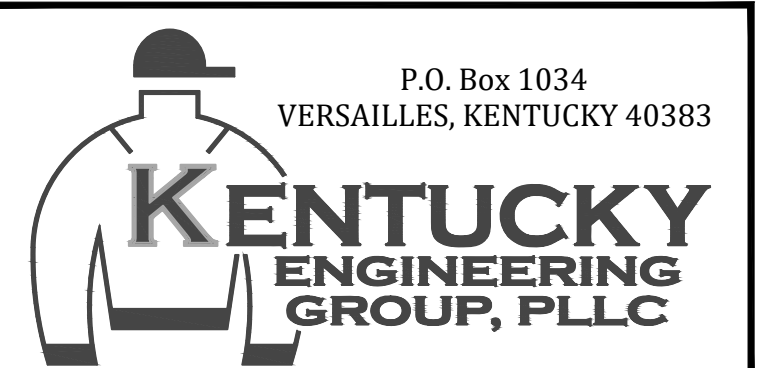
P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bardstowm\DWG\C PLAN SHEETS PHASE 2.dwg REG 8/05/24

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DRAWING WITHOUT WRITTEN PERMISSION FROM KENTUCKY ENGINEERING GROUP, PLLC AND ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER.

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE DRAWING OR TITLE BLOCK TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	REVISIONS	BY

DATE:	JULY 2024
PROJECT MGR:	JCT
DRAWN BY:	JAB
CHECKED BY:	JCT/TLH
SCALE:	AS NOTED
2024 © Kentucky Engineering Group, PLLC	



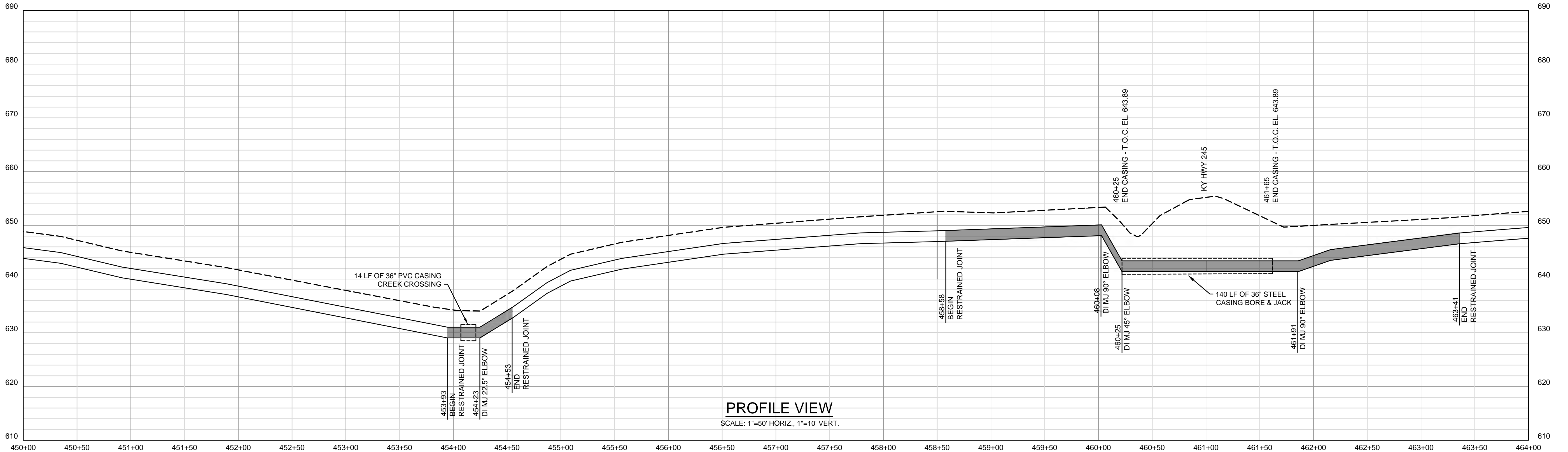
**THE NELSON COUNTY WATER SUPPLY PROJECT - PHASE 2**  
FOR THE  
**NORTH NELSON WATER DISTRICT**  
COX'S CREEK, KENTUCKY

**KY HWY 245  
PLAN - PROFILE**

PROJECT NO.  
**21027**

SHEET NO.  
**C-26**

BID DOCUMENTS



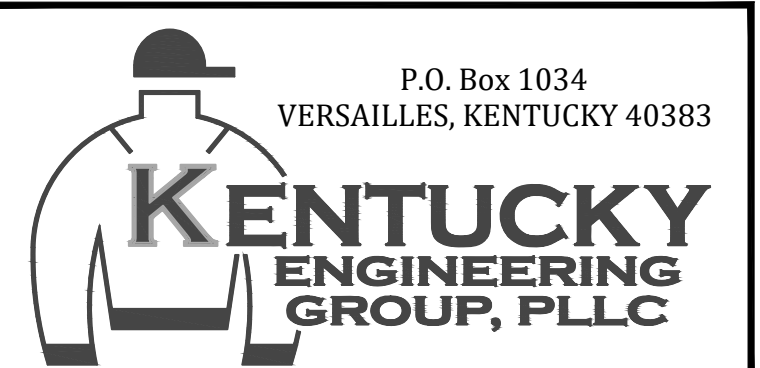
P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bardstown\DWG\C PLAN SHEETS PHASE 2.dwg KEG 8/05/24

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DRAWING WITHOUT WRITTEN PERMISSION FROM KENTUCKY ENGINEERING GROUP, PLLC AND ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER.

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE DRAWING OR TITLE BLOCK TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	REVISIONS	BY

DATE:	JULY 2024
PROJECT MGR:	JCT
DRAWN BY:	JAB
CHECKED BY:	JCT/TLH
SCALE:	AS NOTED
2024 © Kentucky Engineering Group, PLLC	

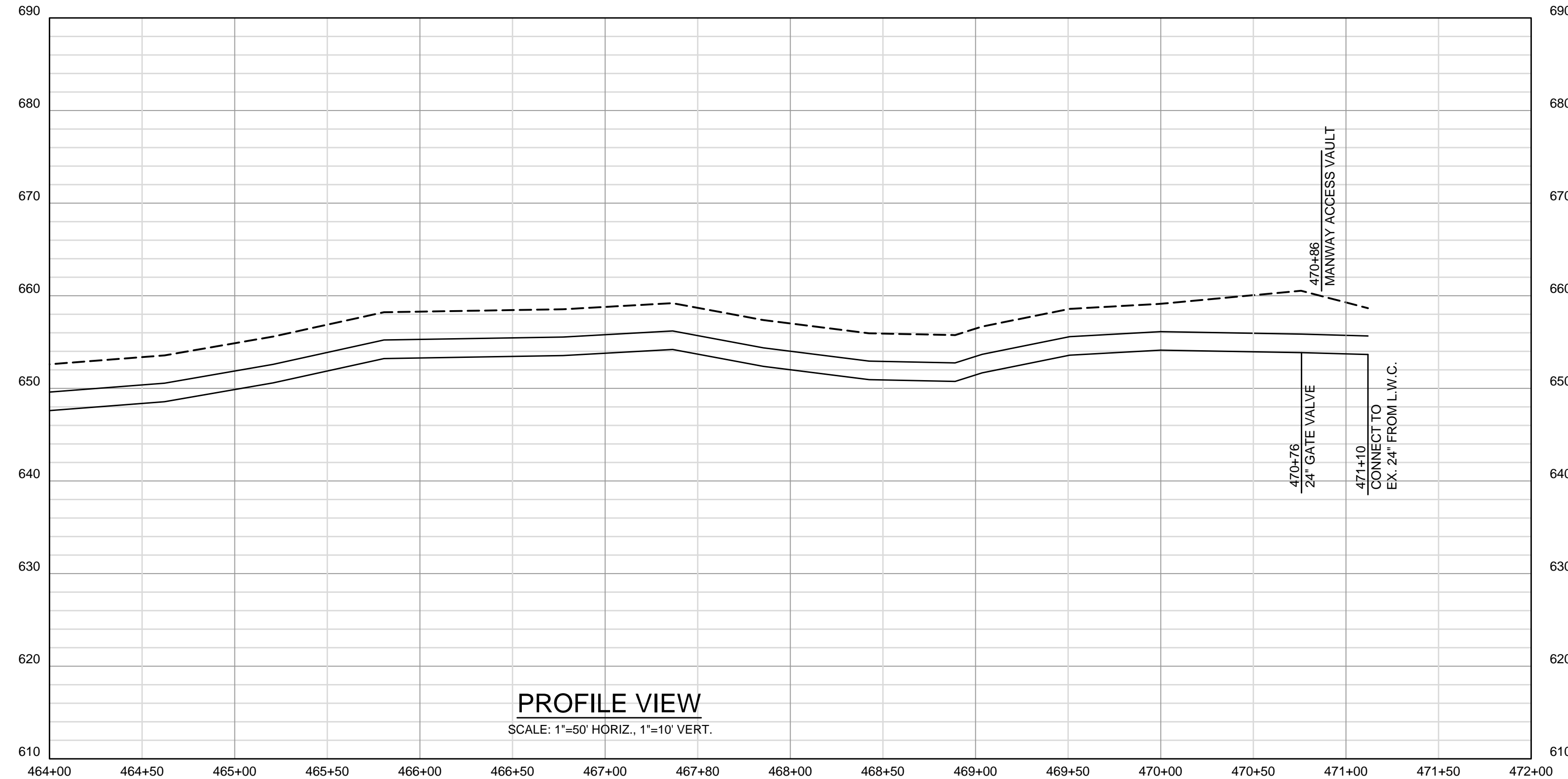
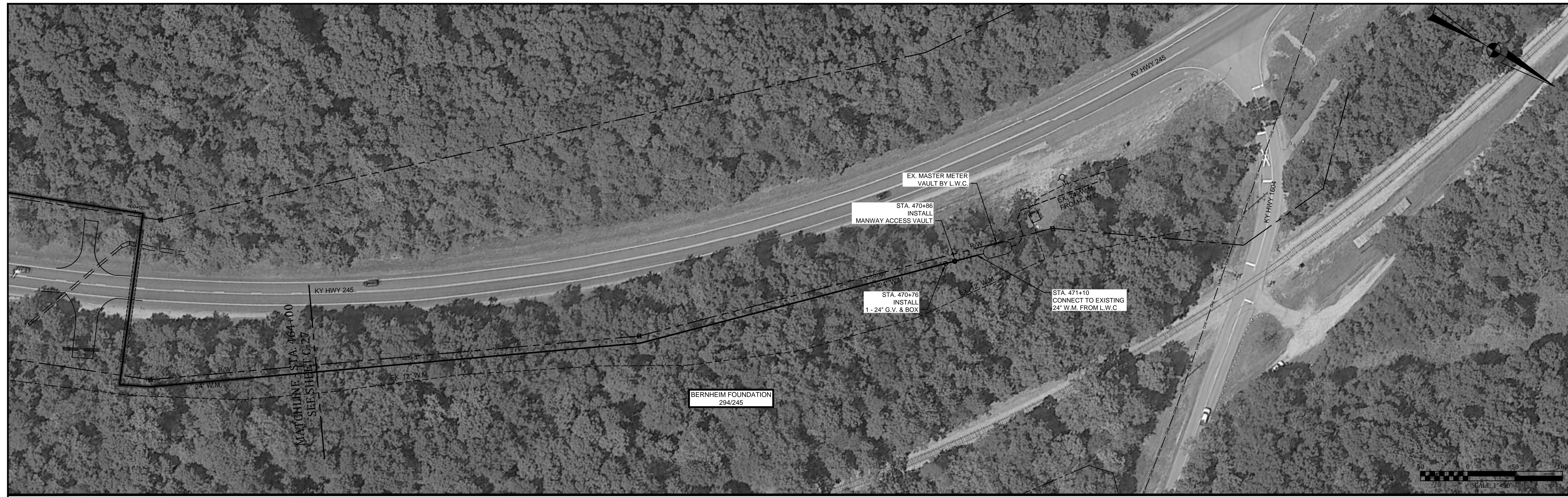


**THE NELSON COUNTY WATER  
SUPPLY PROJECT - PHASE 2**  
FOR THE  
**NORTH NELSON WATER DISTRICT**  
COX'S CREEK, KENTUCKY

**KY HWY 245  
PLAN - PROFILE**

PROJECT NO.	21027
SHEET NO.	C-27

BID DOCUMENTS



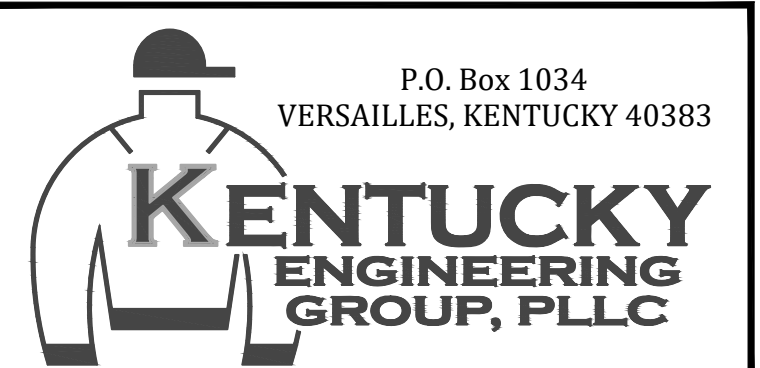
P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bardston\DWG\C PLAN SHEETS PHASE 2.dwg KEG 8/05/24

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DRAWING WITHOUT WRITTEN PERMISSION FROM KENTUCKY ENGINEERING GROUP, PLLC AND ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER.

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE DRAWING OR TITLE BLOCK TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	REVISIONS	BY

DATE:	JULY 2024
PROJECT MGR:	JCT
DRAWN BY:	JAB
CHECKED BY:	JCT/TLH
SCALE:	AS NOTED
2024 © Kentucky Engineering Group, PLLC	



THE NELSON COUNTY WATER SUPPLY PROJECT - PHASE 2  
FOR THE NORTH NELSON WATER DISTRICT  
COX'S CREEK, KENTUCKY

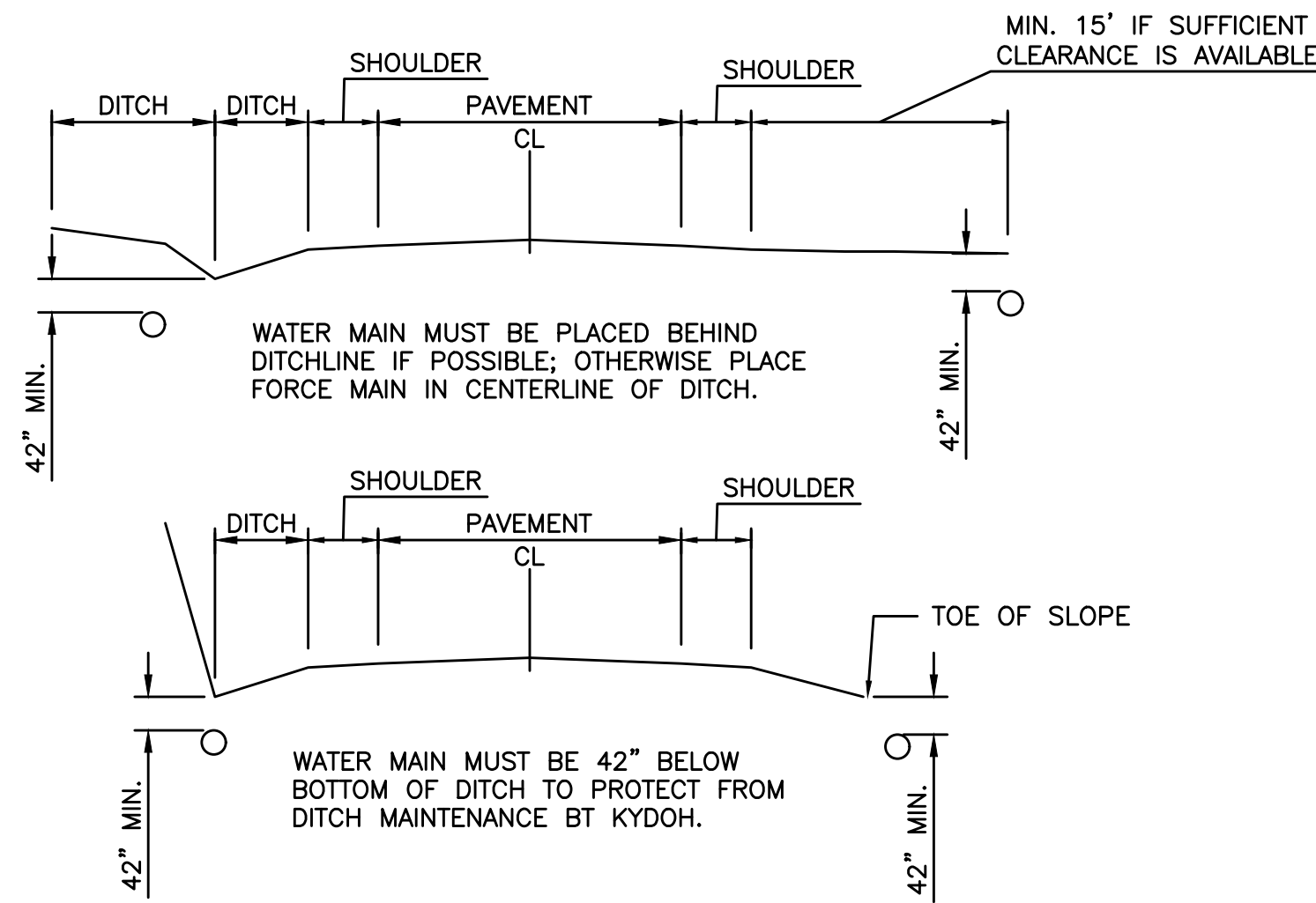
KY HWY 245  
PLAN - PROFILE



PROJECT NO.	21027
SHEET NO.	C-28

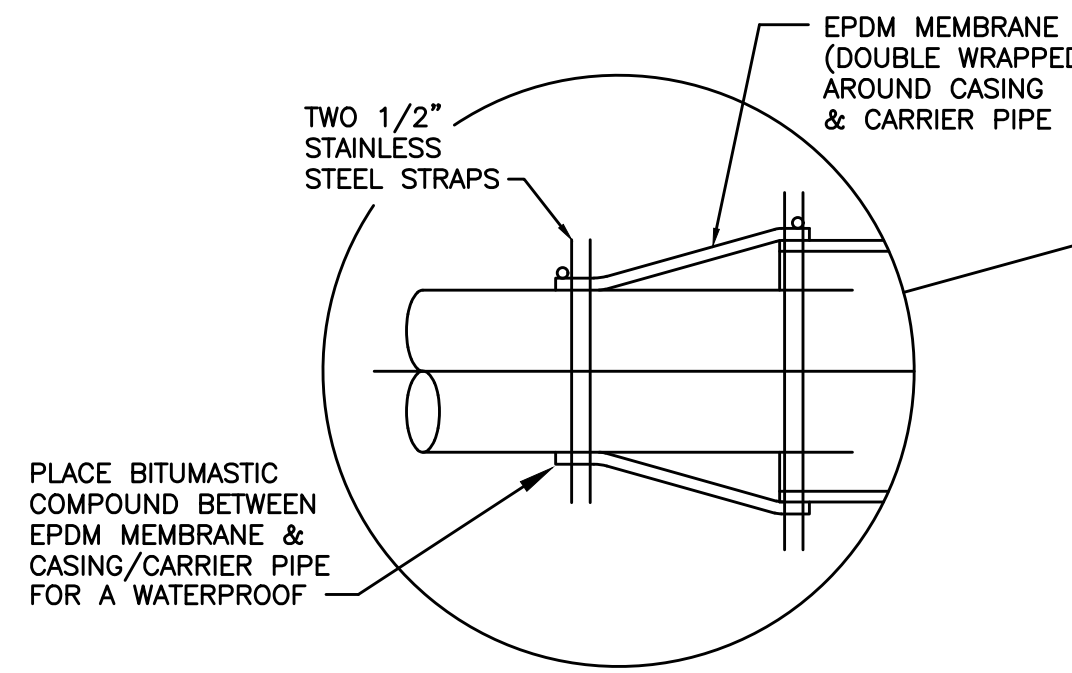
BID DOCUMENTS





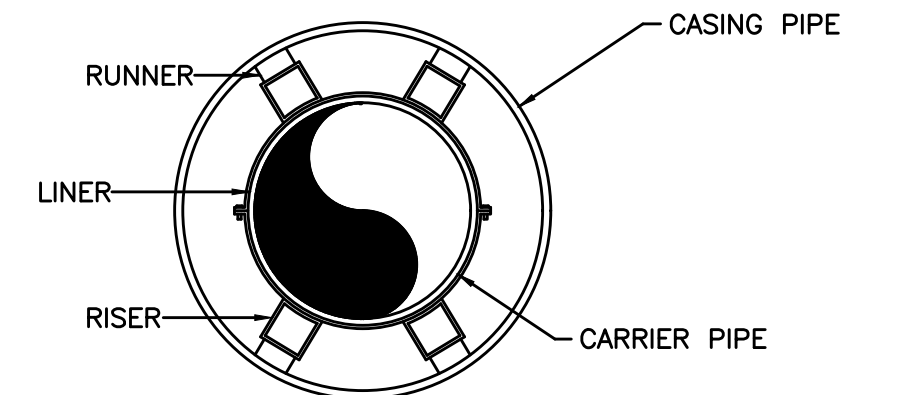
**TYPICAL CONSTRUCTION ON KYDOH RIGHTS OF WAYS**

NOT TO SCALE



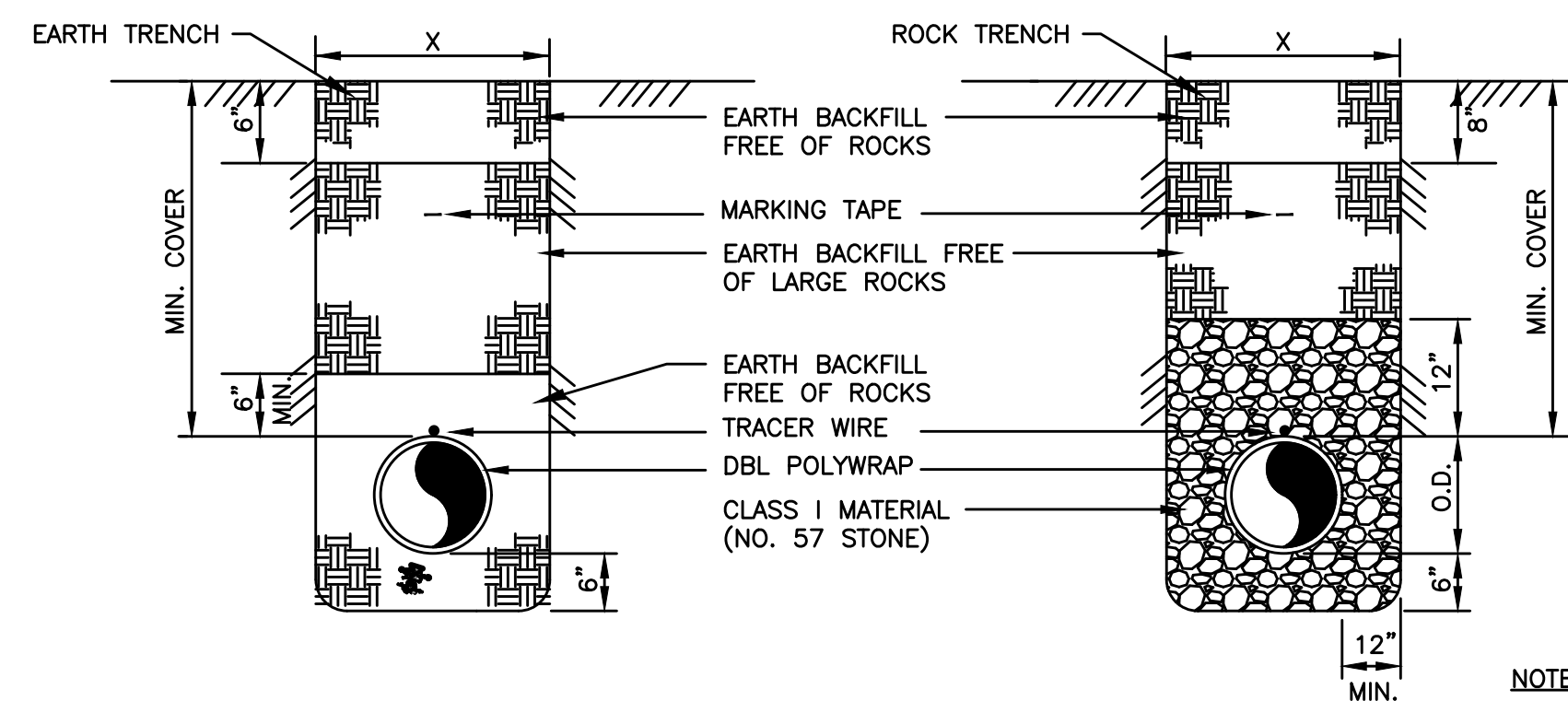
**STEEL ENCASMENT PIPE SPACER DETAIL**

NOT TO SCALE



**ELEVATION**

NOTE: ALL PIPING IN CASING SHALL BE RESTRAINED JOINT. TRACER WIRE TO EXTEND THROUGH CASING PIPE WITH NO CONNECTORS INSIDE OF CASING.



**EARTH TRENCH**

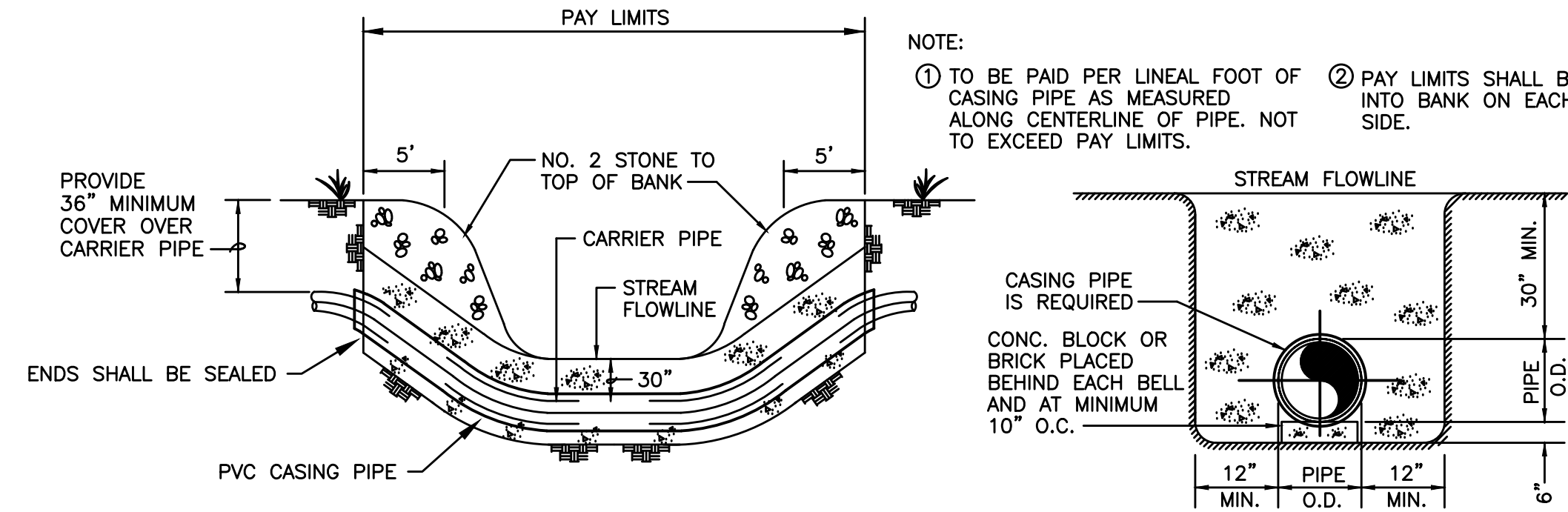
**ROCK TRENCH**

**TYPICAL - BEDDING AND BACKFILL**

NOT TO SCALE

**NOTES:**

1. TRACER WIRE SHALL BE TAPED TO THE TOP OF THE PIPE.
2. MARKING TAPE SHALL BE 1" BELOW FINISHED GRADE ALONG THE CENTER OF THE PIPE.

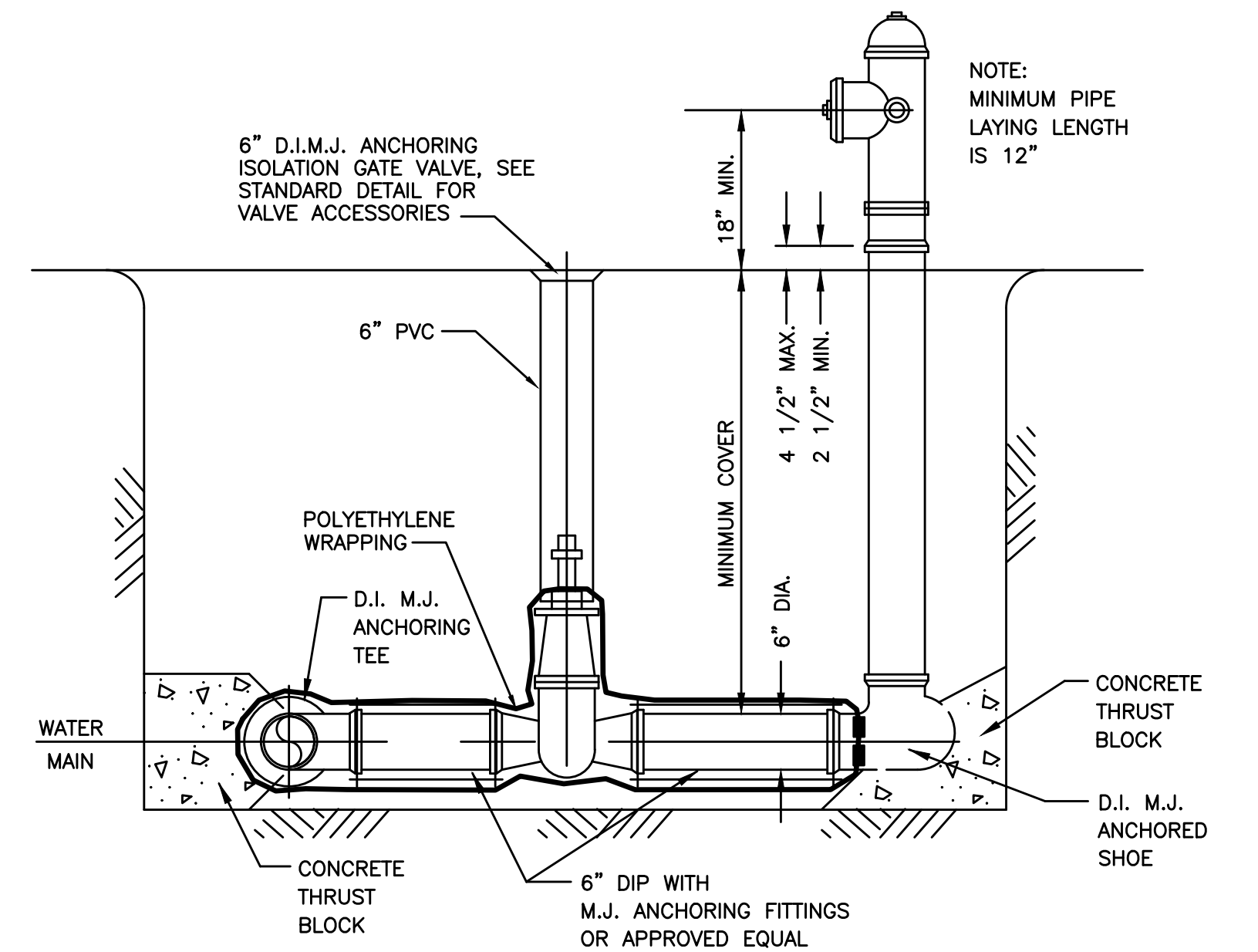


**TYPICAL CREEK CROSSING WITH PVC ENCASMENT**

**TYPICAL SECTION CREEK CROSSING WITH PVC ENCASMENT**

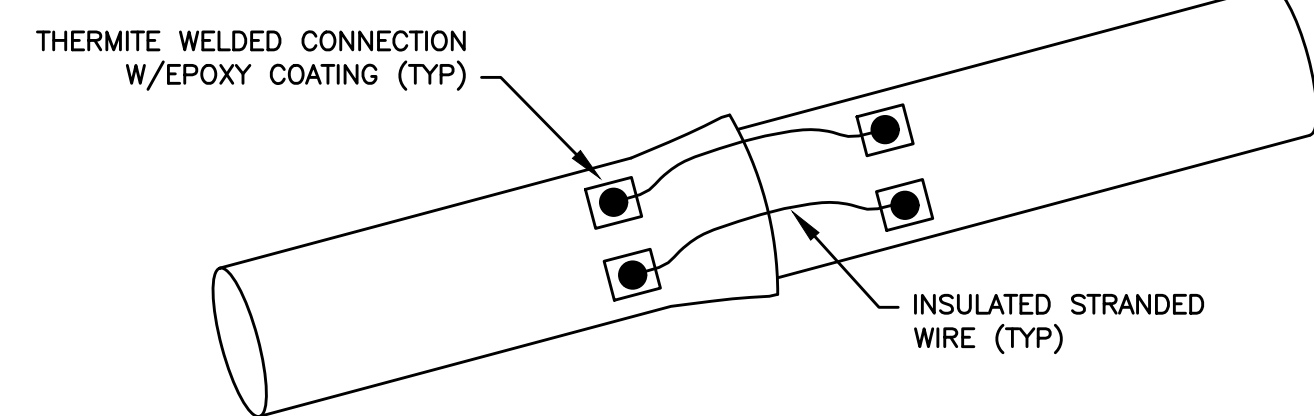
**TYPICAL CREEK CROSSING DETAILS**

NOT TO SCALE



**FLUSHING ASSEMBLY**

NOT TO SCALE



**PIPE BONDING**

**BONDING SIZE TABLE**

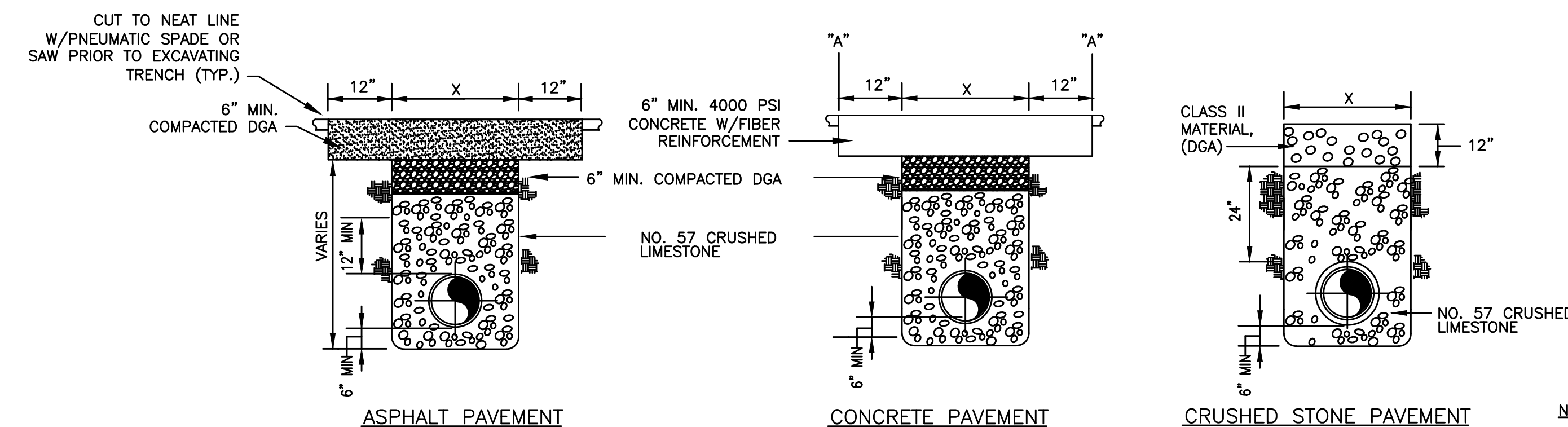
PIPE SIZE	QUANTITY/SIZE OF BOND CABLE
3" - 14"	2 - #8
16" - 36"	2 - #4
42" - 64"	2 - #2

**NOTES:**

1. BONDING OF DUCTILE IRON PIPE SHALL BE DONE BY CERTIFIED PERSONNEL. CERTIFICATION SHALL BE OBTAINED BY CONTACTING A DIPRA REPRESENTATIVE. ALLEN COX (205) 790-6705
2. APPROPRIATE ANODE FIELD SHALL BE INSTALLED AS DIRECTED BY THE OWNER/ENGINEER.
3. LENGTH OF BONDED PIPE SHALL BE DETERMINED BY DIPRA REPRESENTATIVE.

**CATHODIC PROTECTION OF DUCTILE IRON PIPE**

NOT TO SCALE



**TYPICAL PAVEMENT REPLACEMENT**

NOT TO SCALE

**NOTES:**

1. FROM POINTS "A" SHALL BE TO NEAREST JOINT OR BREAK IN PAVEMENT.
2. CONTRACTOR SHALL HAVE PROPER ROAD SIGNAGE DURING CONSTRUCTION
3. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING OPEN TRAFFIC AT ALL TIMES.
4. ASPHALT SURFACE PAVING SHALL BE DONE BY THE OWNER. CONTRACTOR SHALL MAINTAIN CRUSHED STONE BACKFILL UNTIL SURFACE HAS BEEN APPLIED, SIX MONTHS MAX. SIX MONTHS SHALL BEGIN WHEN WORK IS COMPLETED IN THAT SECTION OF ROADWAY.

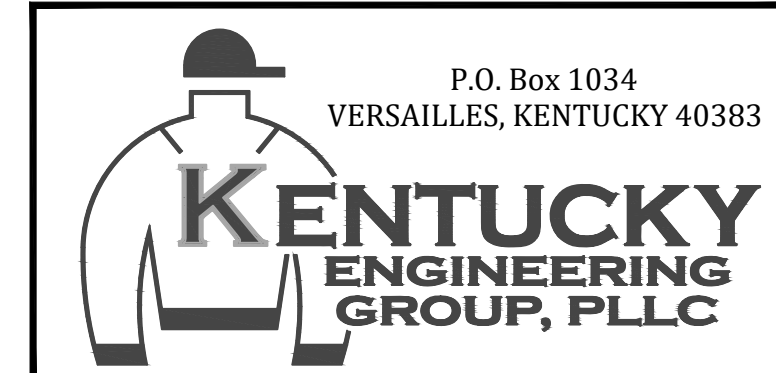
P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bardstown DWG\21027-SD1 Phase 2.dwg KEG 8/03/24

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DRAWING WITHOUT WRITTEN PERMISSION FROM KENTUCKY ENGINEERING GROUP, PLLC AND ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER.

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE DRAWING OR TITLE BLOCK TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	REVISIONS	BY

DATE:	JULY 2024
PROJECT MGR:	JCT
DRAWN BY:	JAB
CHECKED BY:	JCT/TLH
SCALE:	AS NOTED
2024 © Kentucky Engineering Group, PLLC	



**THE NELSON COUNTY WATER SUPPLY PROJECT - PHASE 2**

FOR THE  
**NORTH NELSON WATER DISTRICT**

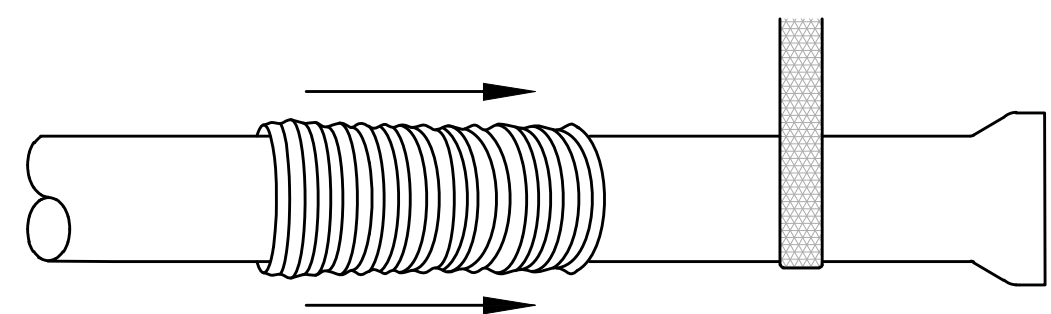
COX'S CREEK, KENTUCKY

**STANDARD DETAILS**

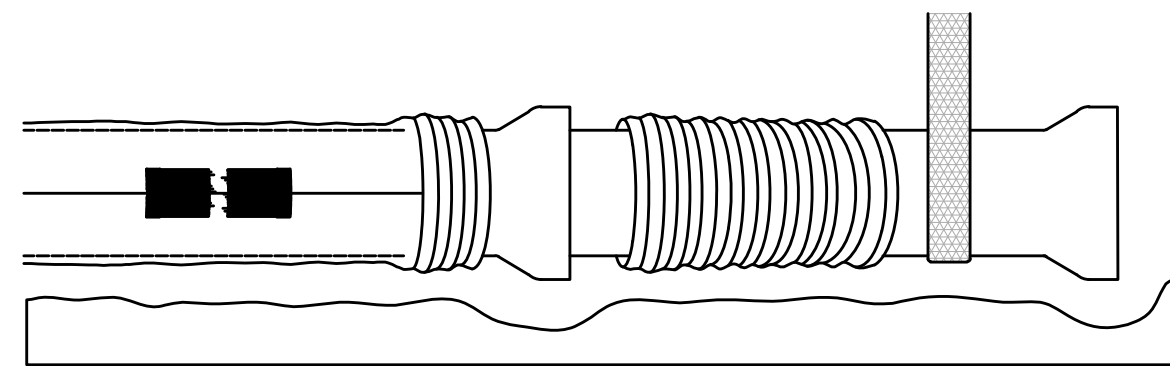
PROJECT NO.  
**21027**

SHEET NO.  
**SD-1**

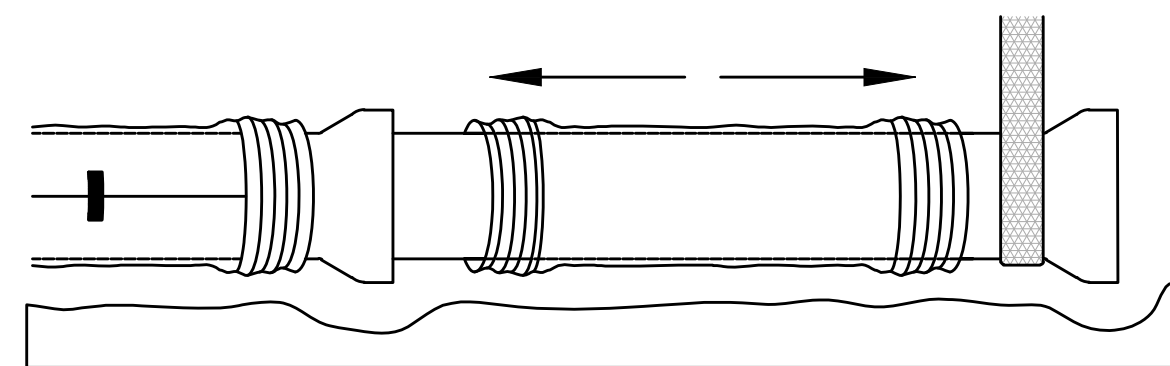
BID DOCUMENTS



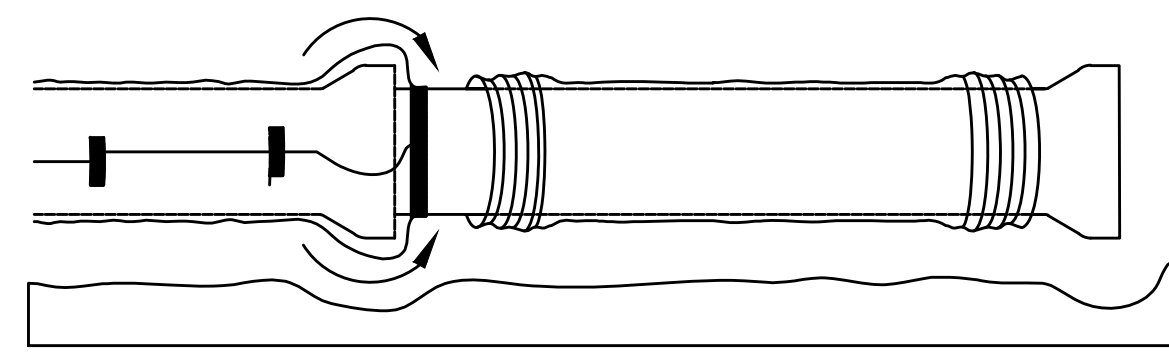
**STEP 1.**  
CUT A SECTION OF POLYETHYLENE TUBE APPROXIMATELY TWO FEET LONGER THAN THE PIPE SECTION. REMOVE ALL LUMPS OF CLAY, MUD, CINDERS, OR OTHER MATERIAL THAT MIGHT HAVE ACCUMULATED ON THE PIPE SURFACE DURING STORAGE. SLIP THE POLYETHYLENE TUBE AROUND THE PIPE, STARTING AT THE SPIGOT END. BUNCH THE TUBE ACCORDIAN-FASHION ON THE END OF THE PIPE. PULL BACK THE OVERHANGING END OF THE TUBE UNTIL IT CLEARS THE PIPE END.



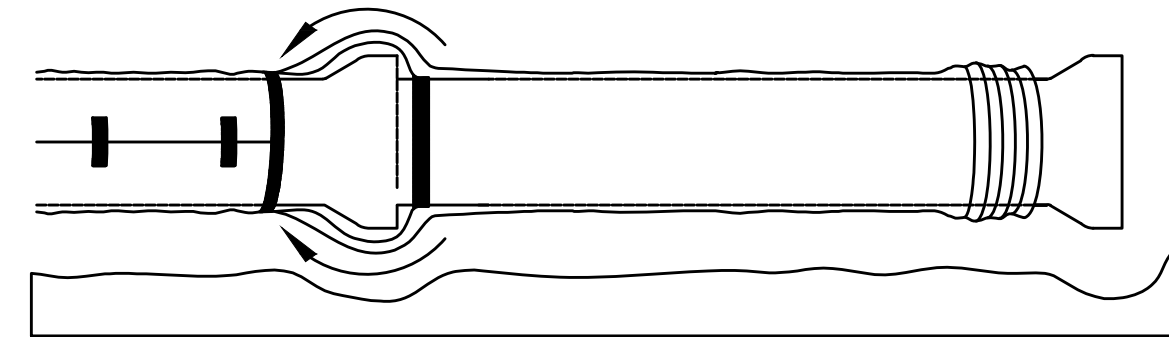
**STEP 2.**  
DIG A SHALLOW BELL HOLE IN THE TRENCH BOTTOM AT THE JOINT LOCATION TO FACILITATE INSTALLATION OF THE POLYETHYLENE TUBE. LOWER THE PIPE INTO THE TRENCH AND MAKE UP THE PIPE JOINT WITH THE PRECEDING SECTION OF PIPE.



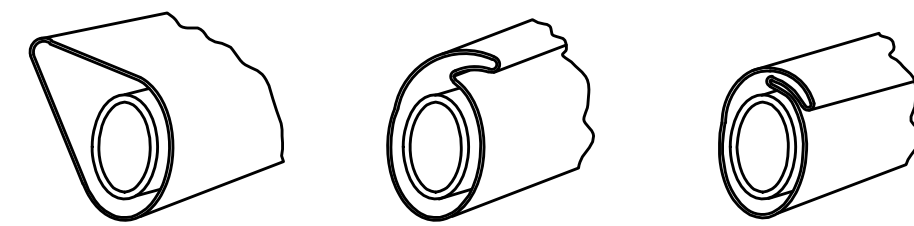
**STEP 3.**  
MOVE THE CABLE TO THE BELL END OF THE PIPE AND LIFT THE PIPE SLIGHTLY TO PROVIDE ENOUGH CLEARANCE TO EASILY SLIDE THE TUBE. SPREAD THE TUBE OVER THE ENTIRE BARREL OF THE PIPE. NOTE: MAKE SURE THAT NO DIRT OR THE BEDDING MATERIAL BECOMES TRAPPED BETWEEN THE WRAP AND THE PIPE.



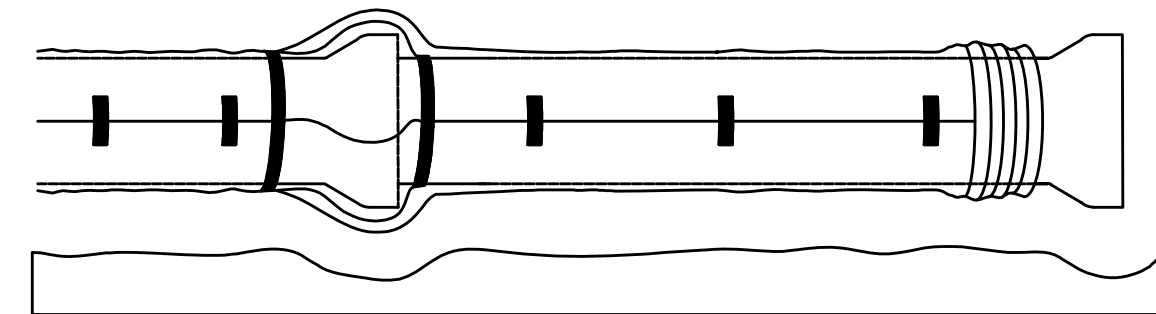
**STEP 4.**  
MAKE THE OVERLAP OF THE POLYETHYLENE TUBE BY PULLING BACK THE BUNCHED POLYETHYLENE FROM THE PRECEDING LENGTH OF PIPE AND SECURING IT IN PLACE. NOTE: THE POLYETHYLENE MAY BE SECURED IN PLACE BY USING POLYTAPE.



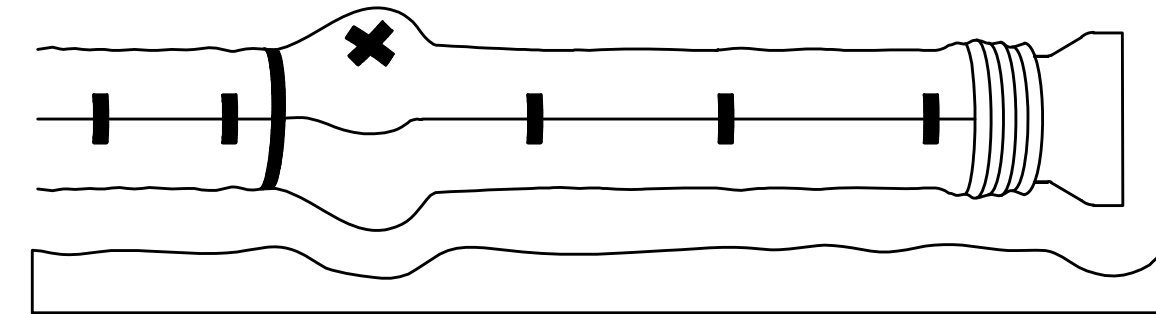
**STEP 5.**  
OVERLAP THE SECURED TUBE END WITH THE TUBE END OF THE NEW PIPE SECTION. SECURE THE NEW TUBE END IN PLACE WITH POLYTAPE.



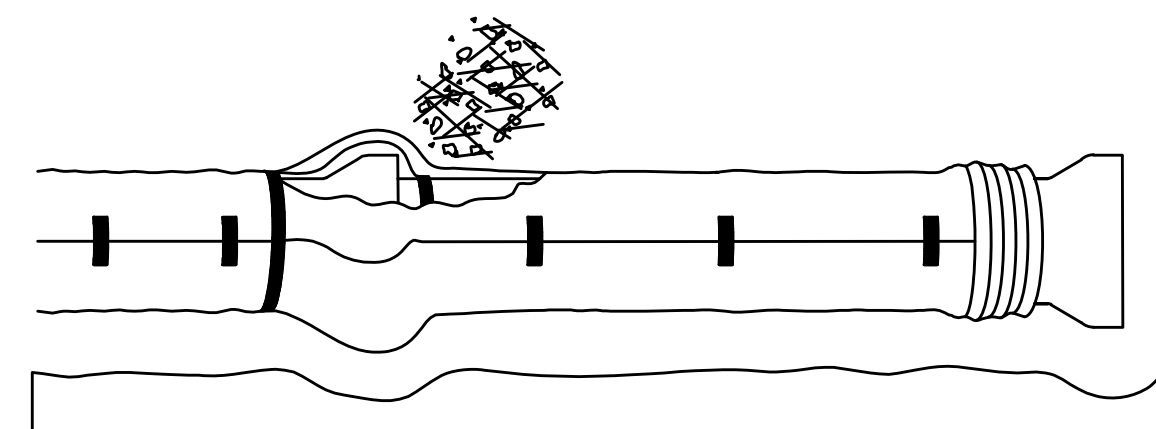
**STEP 6.**  
TAKE UP THE SLACK IN THE TUBE ALONG THE BARREL OF THE PIPE TO MAKE A SNUG, BUT NOT TIGHT, FIT. FOLD EXCESS POLYETHYLENE BACK OVER THE TOP OF THE PIPE AND SECURE WITH POLYTAPE.



**STEP 7.**  
SECURE THE FOLD AT SEVERAL LOCATIONS ALONG THE PIPE BARREL (APPROXIMATELY EVERY THREE FEET) WITH POLYTAPE.



**STEP 8.**  
REPAIR ALL SMALL RIPS, TEARS, OR OTHER TUBE DAMAGE WITH ADHESIVE TAPE. IF THE POLYETHYLENE IS BADLY DAMAGED, REPAIR THE DAMAGED AREA WITH A SHEET OF POLYETHYLENE AND SEAL THE EDGES OF THE REPAIR WITH POLYTAPE.



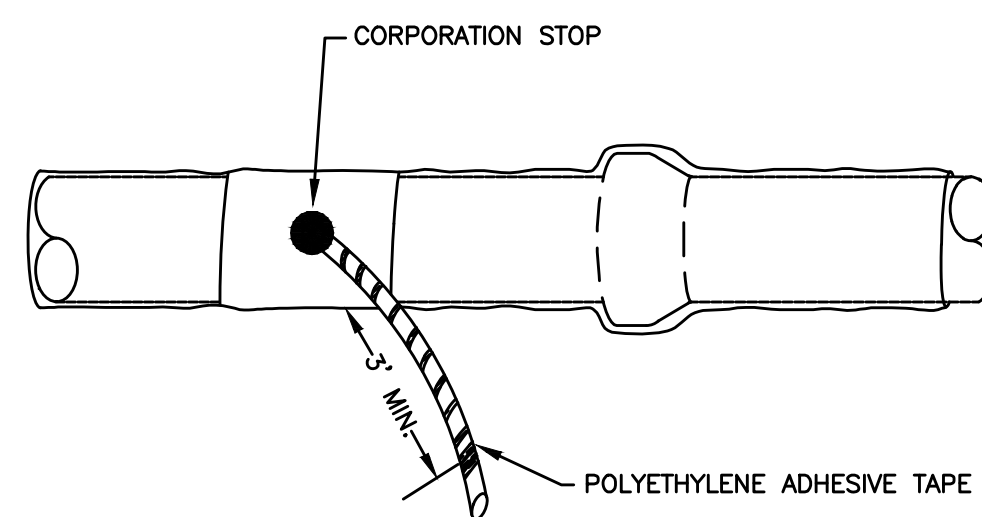
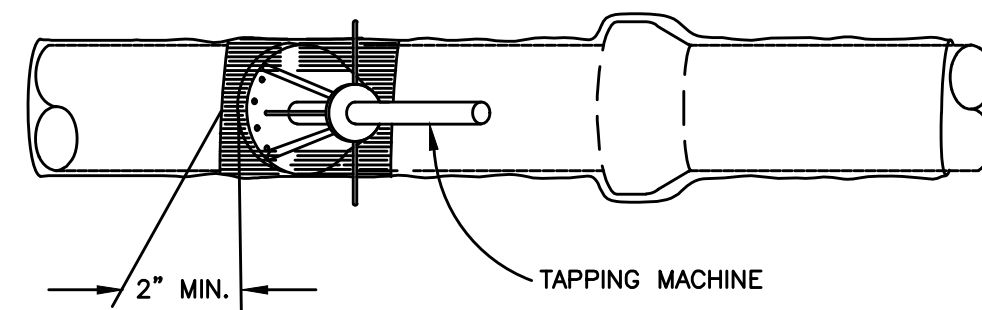
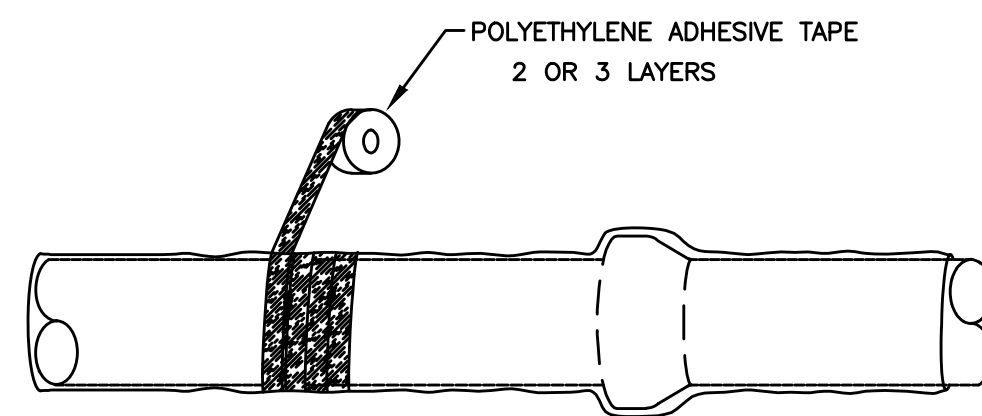
**STEP 9.**  
CAREFULLY BACKFILL THE PIPE TO PREVENT DAMAGE DURING BACKFILLING. ALLOW ADEQUATE SLACK IN THE TUBE AT THE JOINT. BACKFILL SHOULD BE FREE OF CINDERS, ROCKS, BOULDERS, NAILS, STICKS, OR OTHER MATERIALS THAT MIGHT DAMAGE THE POLYETHYLENE. AVOID DAMAGING THE POLYETHYLENE WHEN USING TAMPING DEVICES.

TABLE FOR MINIMUM FLATTENED POLYETHYLENE TUBE WIDTHS

NOMINAL PIPE SIZE (INCHES)	RECOMMENDED POLYETHYLENE FLAT TUBE WIDTH (INCHES)
4	24
6	24
8	24
12	30
16	36
20	48
24	54

### METHODS FOR INSTALLING AND RESTORING POLYETHYLENE WRAP

NOT TO SCALE



#### METHOD FOR TAPPING ENCASED PIPE

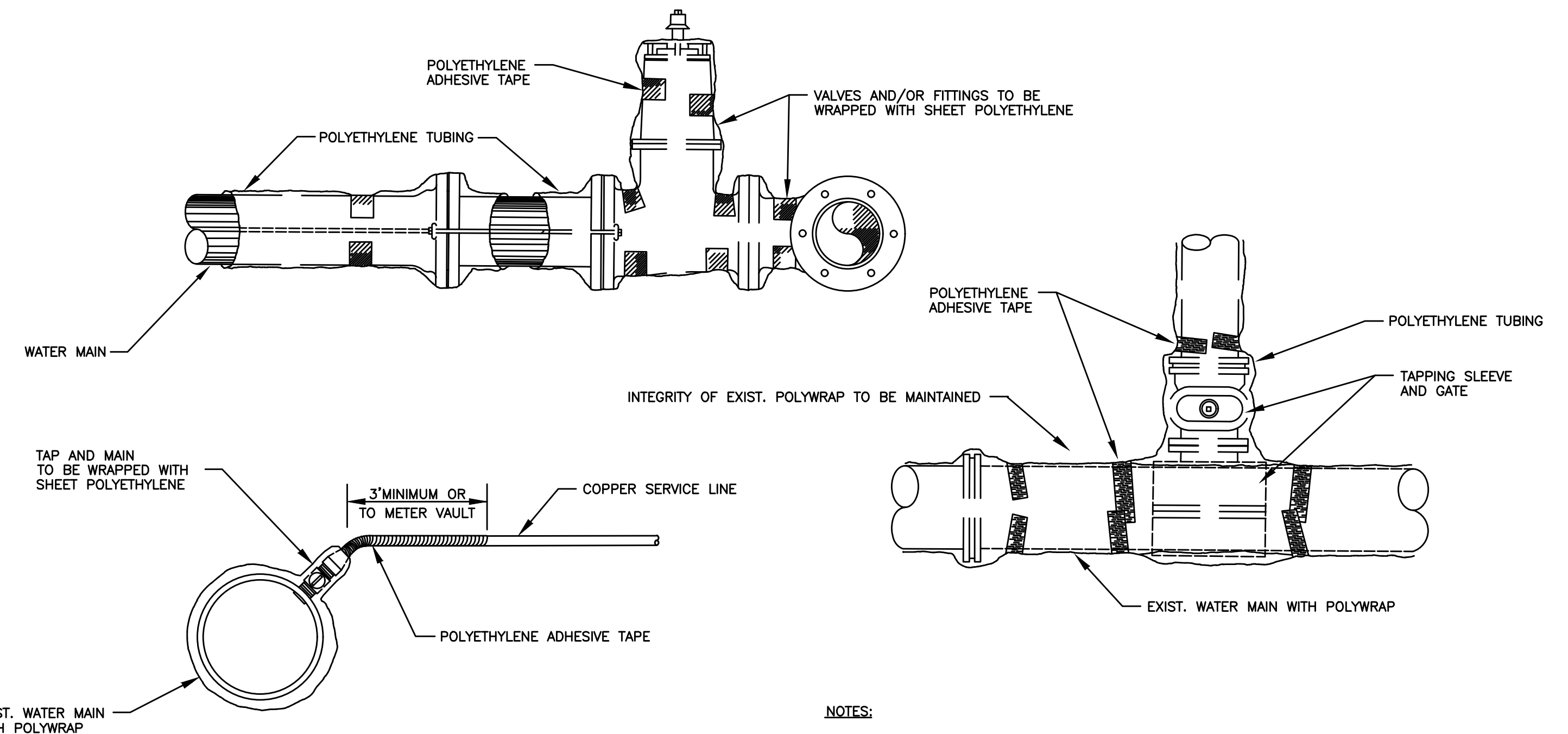
NOT TO SCALE

#### GENERAL NOTES:

- ALL PIPING, VALVES AND FITTINGS SHALL BE DOUBLE WRAPPED

OPENINGS FOR BRANCHES, SERVICE TAPS, BLOW OFFS, AIR VALVES, AND SIMILAR APPURTENANCES SHALL BE MADE BY :

- WRAPPING 2 OR 3 LAYERS OF POLYETHYLENE ADHESIVE TAPE COMPLETELY AROUND THE PIPE TO COVER THE AREA WHERE THE TAPPING MACHINE AND CHAIN WILL BE MOUNTED, EXTENDING A MINIMUM OF 2" BEYOND THE MOUNTING SURFACE.
- MOUNT THE TAPPING MACHINE ON THE PIPE AREA COVERED BY THE TAPE. MAKE THE TAP AND INSTALL THE CORPORATION STOP DIRECTLY THROUGH THE TAPE AND POLYETHYLENE.
- INSPECT THE ENTIRE CIRCUMFERENTIAL AREA FOR DAMAGE AND MAKE ANY NECESSARY REPAIRS WITH TAPE.
- ON HOUSE SERVICES, TO MINIMIZE THE POSSIBILITY OF DISSIMILAR METAL CORROSION AT SERVICE CONNECTIONS, WRAP THE CORPORATION STOP AND A MINIMUM CLEAR DISTANCE OF THREE (3) FEET OF THE COPPER SERVICE WITH POLYETHYLENE ADHESIVE TAPE.



#### METHOD FOR RESTORING POLYETHYLENE WRAP WHEN TAPPING WATER MAINS

#### METHOD FOR INSTALLING POLYETHYLENE WRAP AROUND DUCTILE IRON PIPE, FITTINGS, AND VALVES

NOT TO SCALE

**NOTES:**

- ANY DAMAGE OR TORN POLYETHYLENE WRAP MUST BE REPAIRED WITH POLYETHYLENE ADHESIVE TAPE AND ADDITIONAL POLYETHYLENE WRAP IF NECESSARY.
- PIPE SHALL NOT BE WRAPPED FOR MORE THAN FIVE (5) DAYS IN ADVANCE OF PLACEMENT INTO THE TRENCH.
- ALL DUCTILE IRON TEES, VALVES AND FITTINGS ON PVC PIPE SHALL BE WRAPPED WITH POLYETHYLENE AND ENDS FASTENED SECURELY ON PVC PIPE.

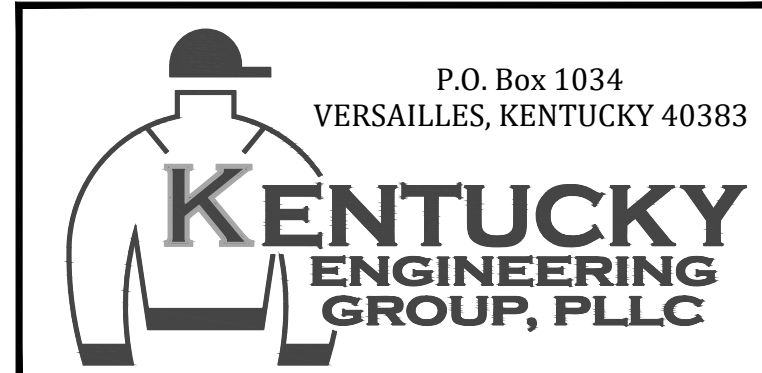
P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bardstown DWG\21027-SD2 Phase 2.dwg KEG 8/03/24

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DRAWING WITHOUT WRITTEN PERMISSION FROM KENTUCKY ENGINEERING GROUP, PLLC AND ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER.

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE DRAWING OR TITLE BLOCK TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	REVISIONS	BY

DATE:	JULY 2024
PROJECT MGR:	JCT
DRAWN BY:	JAB
CHECKED BY:	JCT/TLH
SCALE:	AS NOTED
2024 © Kentucky Engineering Group, PLLC	



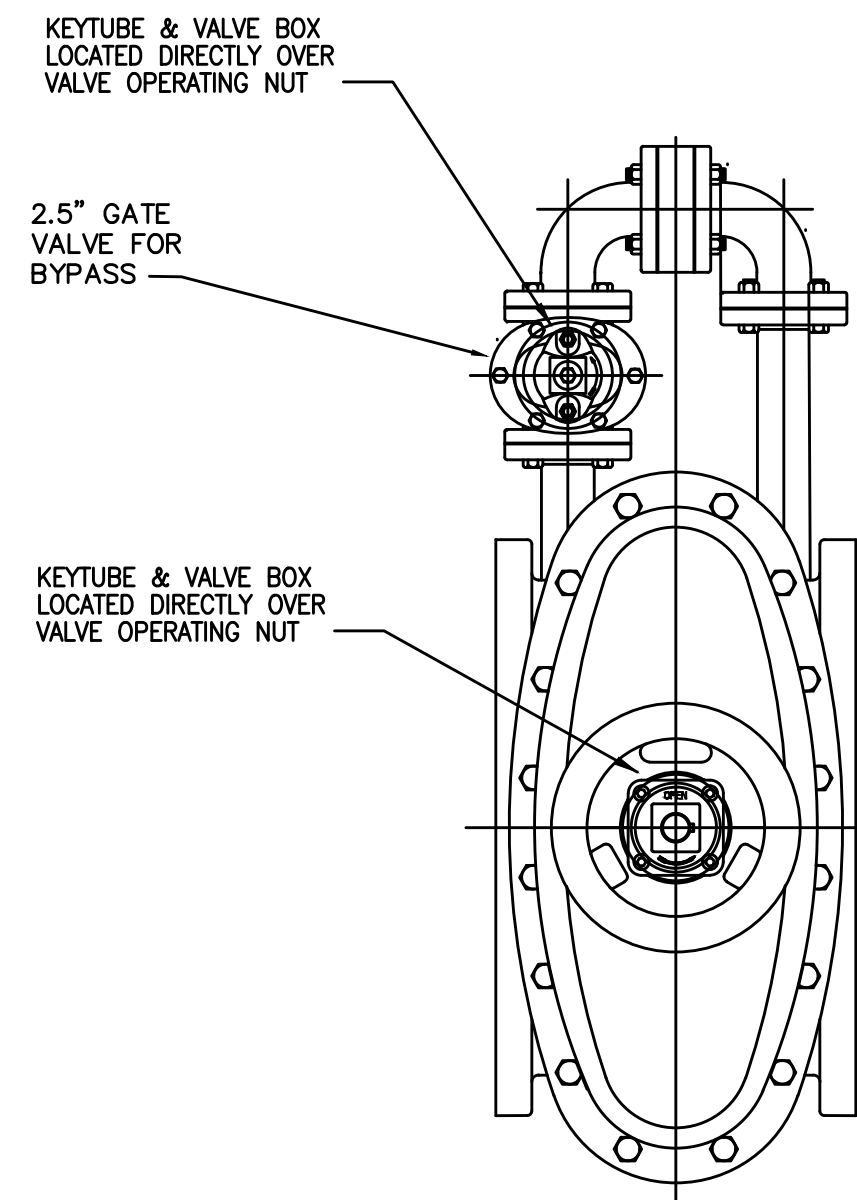
THE NELSON COUNTY WATER SUPPLY PROJECT - PHASE 2  
FOR THE NORTH NELSON WATER DISTRICT  
COX'S CREEK, KENTUCKY

STANDARD DETAILS

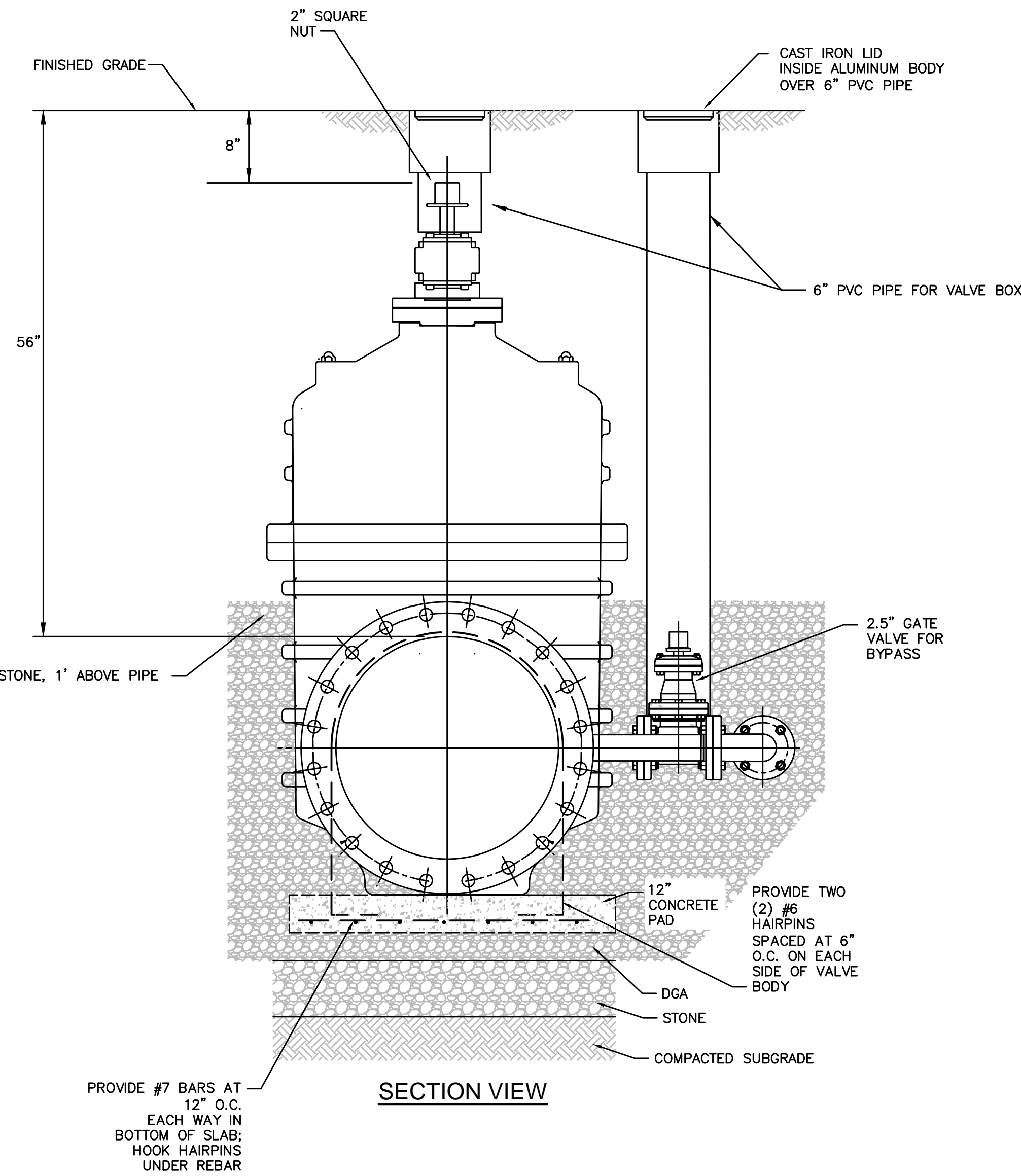
PROJECT NO.  
21027

SHEET NO.  
SD-2

BID DOCUMENTS

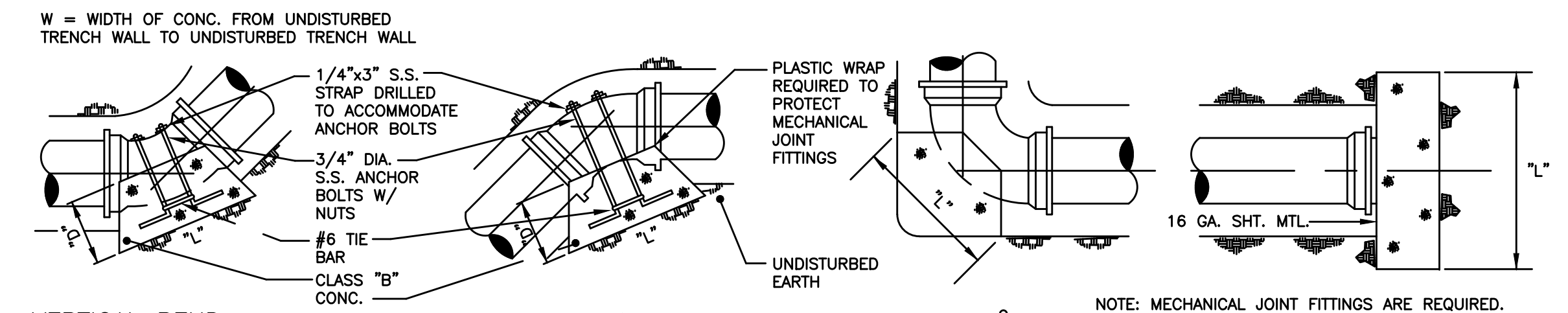


PLAN VIEW



24" GATE VALVE INSTALLATION

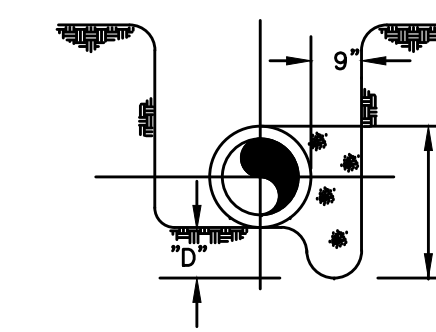
NOT TO SCALE



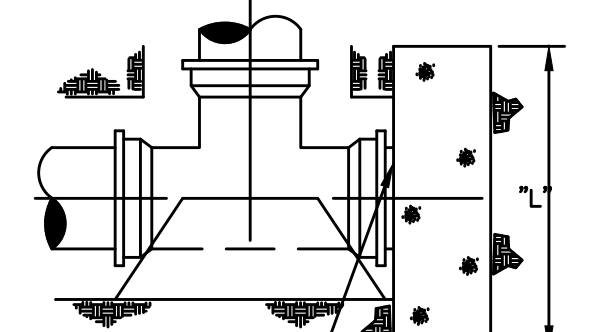
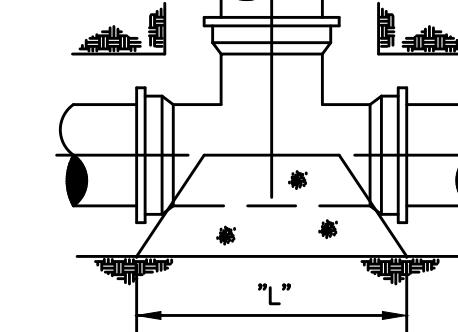
VERTICAL BEND  
(SEE THRUST BLOCK SCHEDULE FOR DIMENSIONS OF BLOCKING)

VERTICAL BEND  
(SEE THRUST BLOCK SCHEDULE FOR DIMENSIONS OF BLOCKING)

90° BEND



11 1/4°, 22 1/2°, AND 45° BEND



THRUST BLOCK SCHEDULE - CLASS 250 PVC SOIL TYPE - SAND & GRAVEL BEARING STRENGTH = 3000 PSF

PIPE SIZE	90° BEND				45° BEND				22 1/2° BEND				11 1/4° BEND				TEE & DEAD ENDS								
	BEARING AREA	% OF CONCRETE	D	W	L	BEARING AREA	% OF CONCRETE	D	W	L	BEARING AREA	% OF CONCRETE	D	W	L	BEARING AREA	% OF CONCRETE	D	W	L	BEARING AREA	% OF CONCRETE	D	W	L
4"	2.667	.10	12	24	16	1.500	.06	12	18	12	.750	.03	12	12	9	.500	.01	6	12	6	1.667	.06	12	24	10
6"	5.000	.19	12	36	20	3.000	.11	12	24	18	1.500	.06	12	18	12	.750	.01	6	12	9	4.000	.15	12	24	24
8"	9.000	.50	18	36	36	5.000	.28	18	36	20	3.000	.17	18	24	18	1.500	.06	12	18	12	7.000	.39	18	42	24
10"	14.00	.78	18	48	42	7.500	.42	18	36	30	4.167	.23	18	30	20	2.250	.08	12	18	18	10.500	.58	18	42	36
12"	20.00	1.11	18	60	48	12.000	.67	18	48	36	6.000	.33	18	36	24	3.000	.11	12	24	18	14.000	.78	18	48	42
14"	27.00	2.00	24	72	54	15.750	1.17	24	54	42	7.500	.56	24	36	30	4.000	.22	18	24	24	20.000	1.48	24	60	48
16"	35.750	2.65	24	78	66	20.000	1.48	24	60	48	10.500	.78	24	42	36	5.000	.28	18	30	24	27.000	2.00	24	72	54
20"	56.000	6.22	36	36	84	30.000	2.78	30	72	60	15.000	1.67	36	60	36	9.000	.67	24	36	36	42.000	4.67	36	84	72
24"	80.000	11.85	48	120	96	42.000	4.67	36	84	72	24.000	3.11	42	72	48	12.000	1.33	36	48	36	56.000	8.30	48	96	84

THRUST BLOCK SCHEDULE - CLASS 350 D.I.P. SOIL TYPE - SAND & GRAVEL BEARING STRENGTH = 3000 PSF

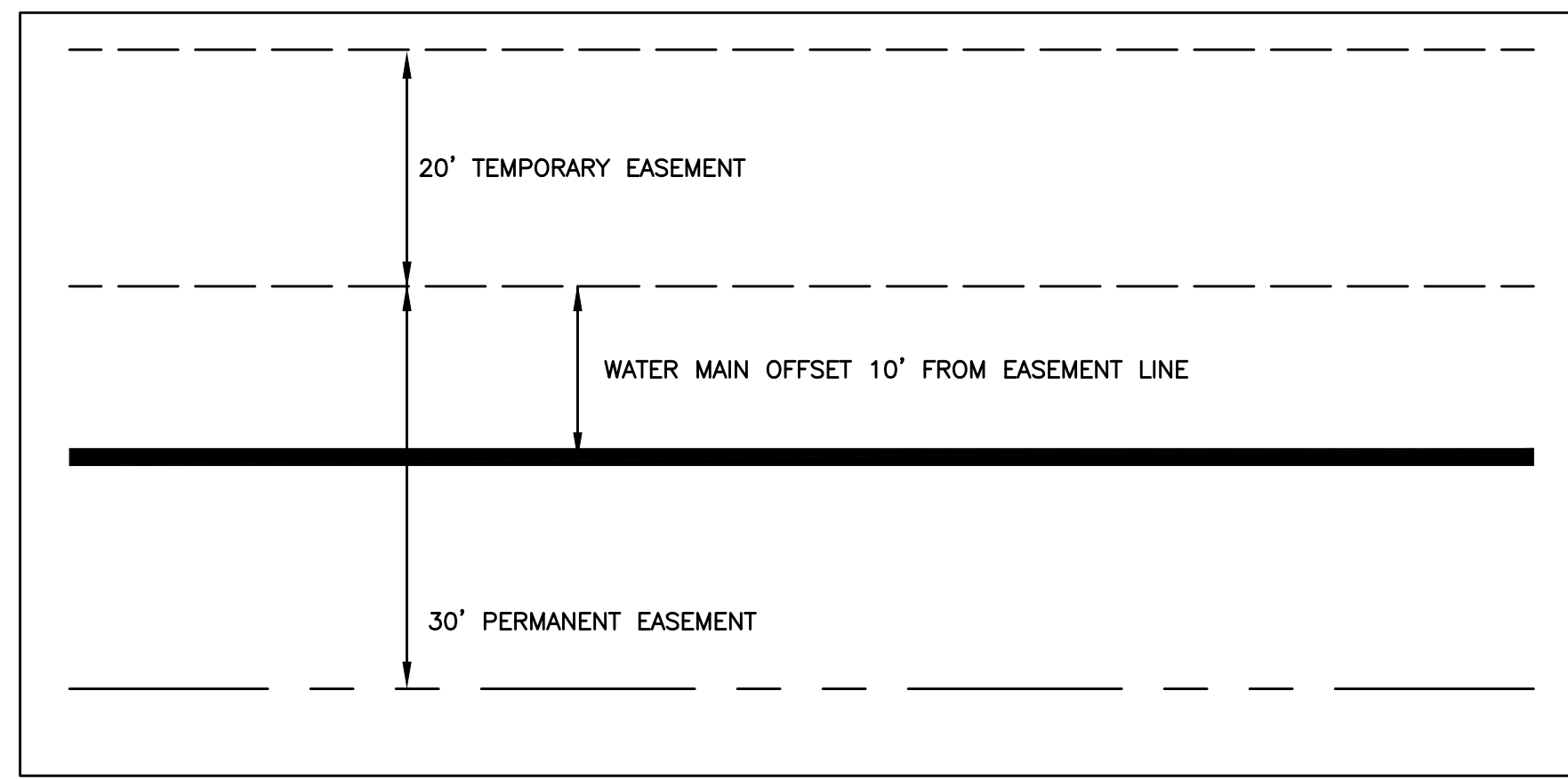
PIPE SIZE	90° BEND				45° BEND				22 1/2° BEND				11 1/4° BEND				TEE & DEAD ENDS								
	BEARING AREA	% OF CONCRETE	D	W	L	BEARING AREA	% OF CONCRETE	D	W	L	BEARING AREA	% OF CONCRETE	D	W	L	BEARING AREA	% OF CONCRETE	D	W	L	BEARING AREA	% OF CONCRETE	D	W	L
4"	3.750	.21	18	30	18	1.750	.10	18	18	14	1.000	.06	18	12	12	.500	.02	12	12	6	2.250	.13	18	18	18
6"	7.000	.39	18	42	24	3.750	.21	18	30	18	2.000	.11	18	24	12	1.000	.04	12	12	12	5.000	.28	18	30	24
8"	12.250	.91	24	42	42	7.500	.56	24	36	30	4.000	.30	24	24	24	2.000	.11	18	24	12	9.000	.67	24	36	36
10"	20.000	1.48	24	60	48	10.500	.78	24	42	36	6.000	.44	24	36	24	3.000	.17	18	24	18	14.000	1.04	24	48	42
12"	30.000	2.78	30	72	60	15.750	1.46	30	54	42	7.500	.69	30	36	30	4.000	.30	24	24	24	20.000	1.85	30	60	48
14"	39.000	4.33	36	78	72	20.000	2.22	36	60	48	10.500	1.17	36	42	36	6.000	.56	30	36	24	27.500	3.06	36	66	60
16"	49.000	6.35	42	84	84	27.500	3.56	42	66	60	14.000	1.81	42	48	42	7.500	.83	36	36	30	37.750	4.63	42	78	66
20"	80.000	11.85	48	120	96	42.000	6.22	48	84	72	14.000	1.81	42	48	42	12.000	1.78	48	48	36	60.000	8.89	48	120	72
24"	113.667	16.84	48	132	124	63.000	9.33	48	106	84	20.586	2.44	36	66	48	16.667	2.47	48	60	40	80.000	11.85	48	120	96

NOTES:

- ALL FITTINGS SHALL HAVE MEGA LUG RESTRAINTS.
- ALL FITTINGS SHALL BE DOUBLE WRAPPED PER DETAIL SHEET SD-2

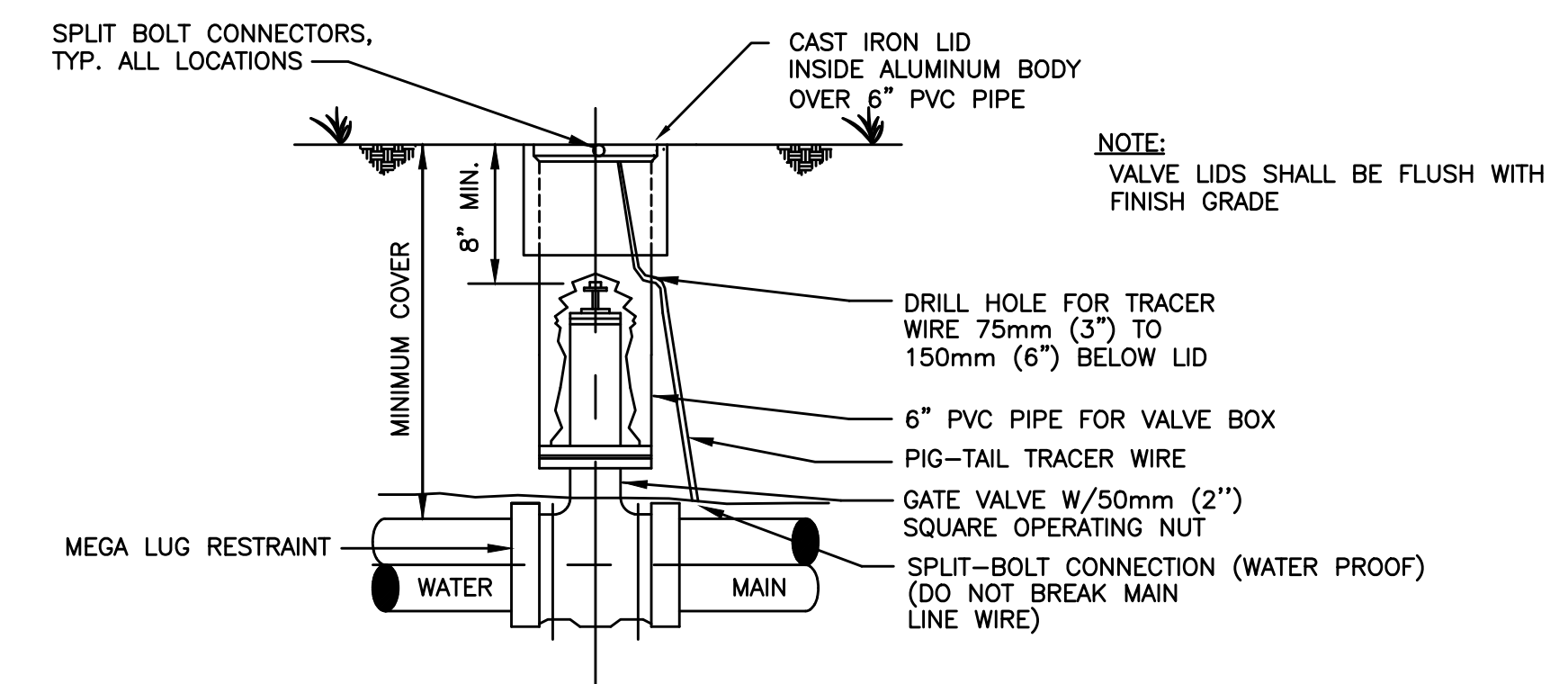
WATER MAIN THRUST BLOCKS

(SEE THRUST BLOCK SCHEDULE FOR DIMENSIONS OF BLOCKING)  
NOT TO SCALE



TYPICAL WATER MAIN LOCATION INSIDE EASEMENT

NOT TO SCALE



3" - 16" GATE VALVE INSTALLATION

NOT TO SCALE

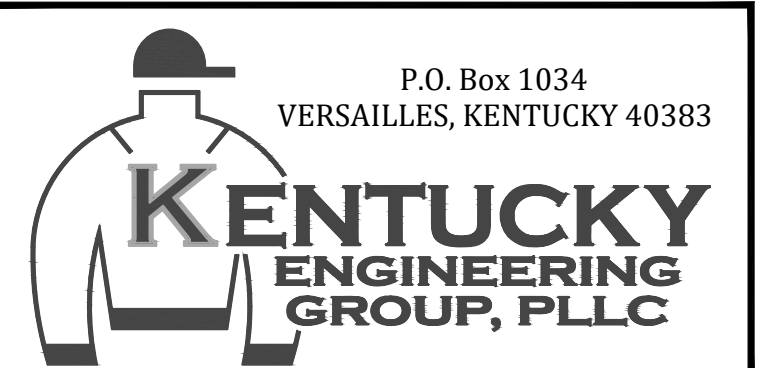
P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bardstown DWG\21027-SD3 Phase 2.dwg KEG 8/03/24

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DRAWING WITHOUT WRITTEN PERMISSION FROM KENTUCKY ENGINEERING GROUP, PLLC AND ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER.

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE DRAWING OR TITLE BLOCK TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	REVISIONS	BY

DATE:	JULY 2024
PROJECT MGR:	JCT
DRAWN BY:	JAB
CHECKED BY:	JCT/TLH
SCALE:	AS NOTED
2024 © Kentucky Engineering Group, PLLC	



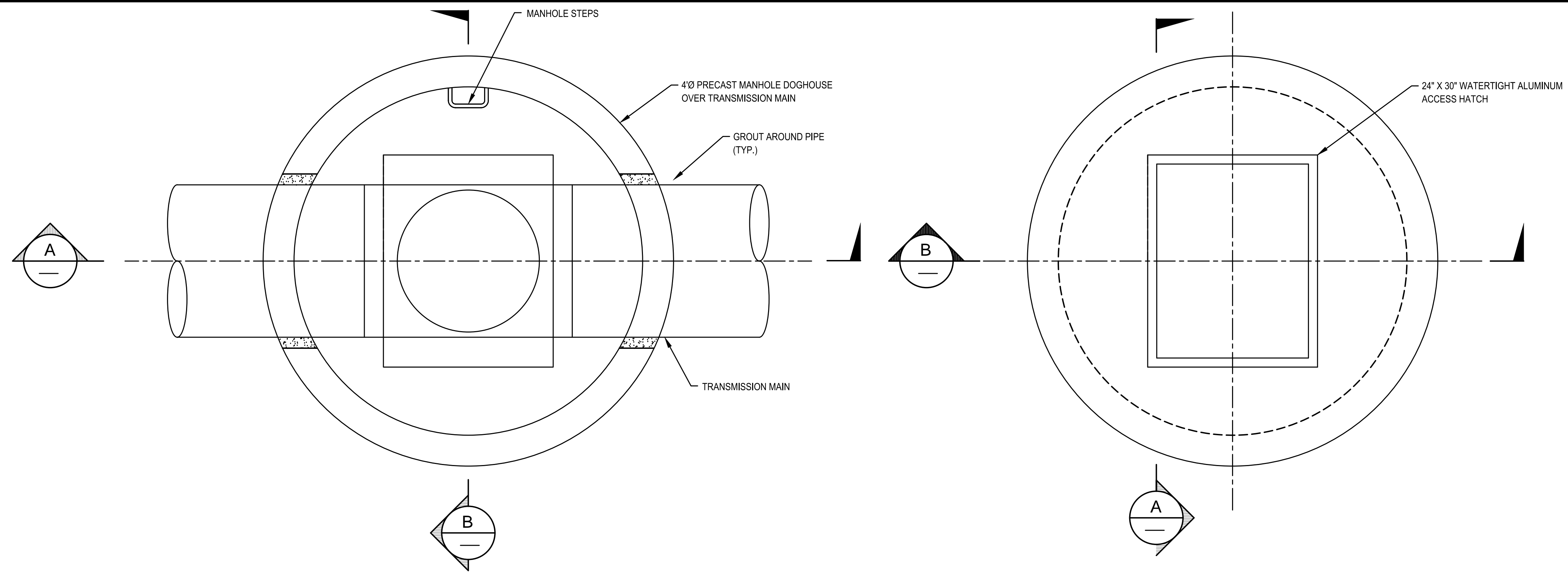
THE NELSON COUNTY WATER SUPPLY PROJECT - PHASE 2  
FOR THE NORTH NELSON WATER DISTRICT  
COX'S CREEK, KENTUCKY

STANDARD DETAILS

PROJECT NO.  
21027

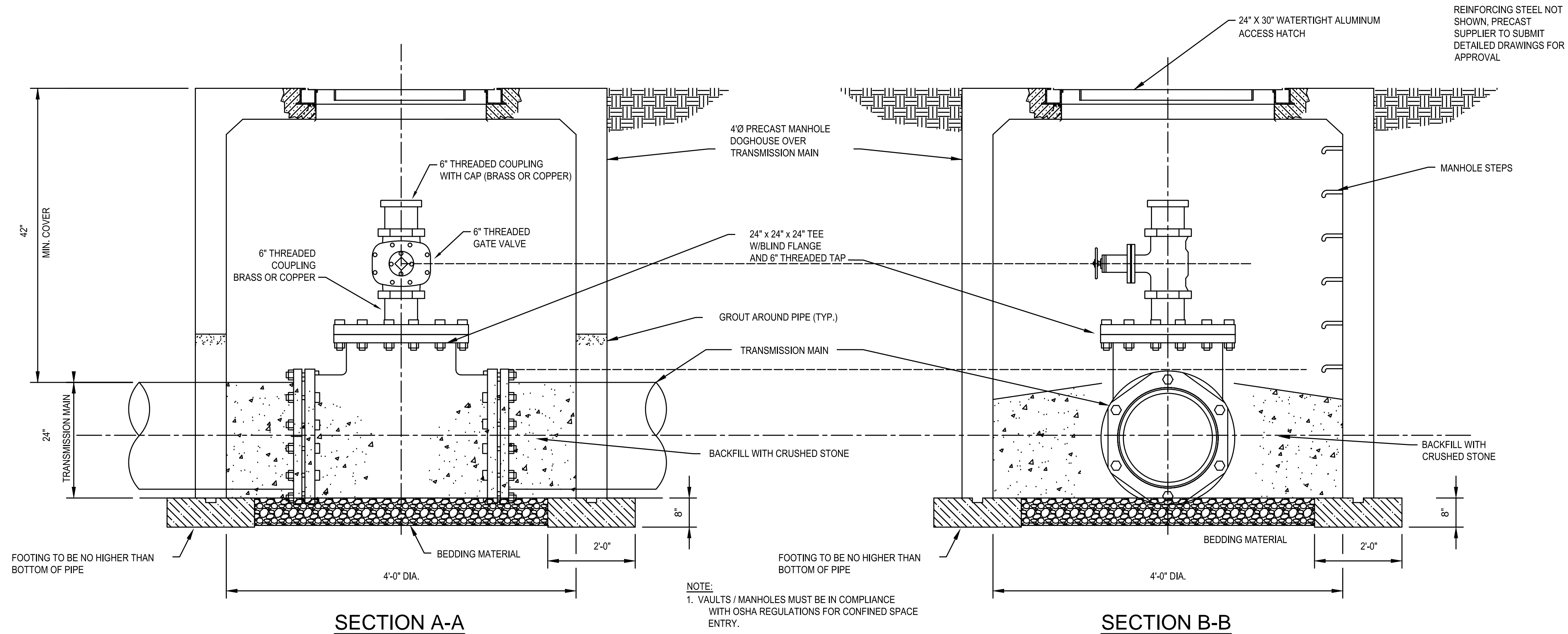
SHEET NO.  
SD-3

BID DOCUMENTS



PLAN VIEW - TOP SLAB REMOVED

PLAN VIEW



SECTION A-A

SECTION B-B

- NOTE:
1. VAULTS / MANHOLES MUST BE IN COMPLIANCE WITH OSHA REGULATIONS FOR CONFINED SPACE ENTRY.
  2. ALL VALVES SHALL BE RIGHT HAND OPEN (CLOCKWISE).

**MANWAY ACCESS VAULT**

NOT TO SCALE

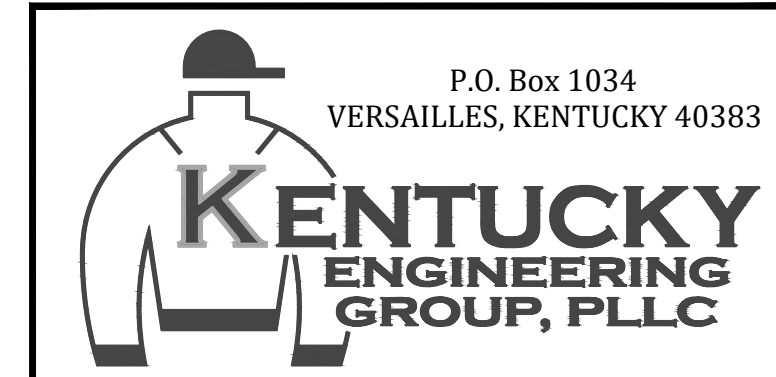
P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bardstown\DWG\21027-SD4 Phase 2.dwg REG 8/03/24

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DRAWING WITHOUT WRITTEN PERMISSION FROM KENTUCKY ENGINEERING GROUP, PLLC AND ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER.

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE DRAWING OR TITLE BLOCK TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	REVISIONS	BY

DATE:	JULY 2024
PROJECT MGR:	JCT
DRAWN BY:	JAB
CHECKED BY:	JCT/TLH
SCALE:	AS NOTED
2024 © Kentucky Engineering Group, PLLC	



P.O. Box 1034  
VERSAILLES, KENTUCKY 40383

**THE NELSON COUNTY WATER  
SUPPLY PROJECT - PHASE 2**  
FOR THE  
**NORTH NELSON WATER DISTRICT**  
COX'S CREEK, KENTUCKY

**STANDARD DETAILS**

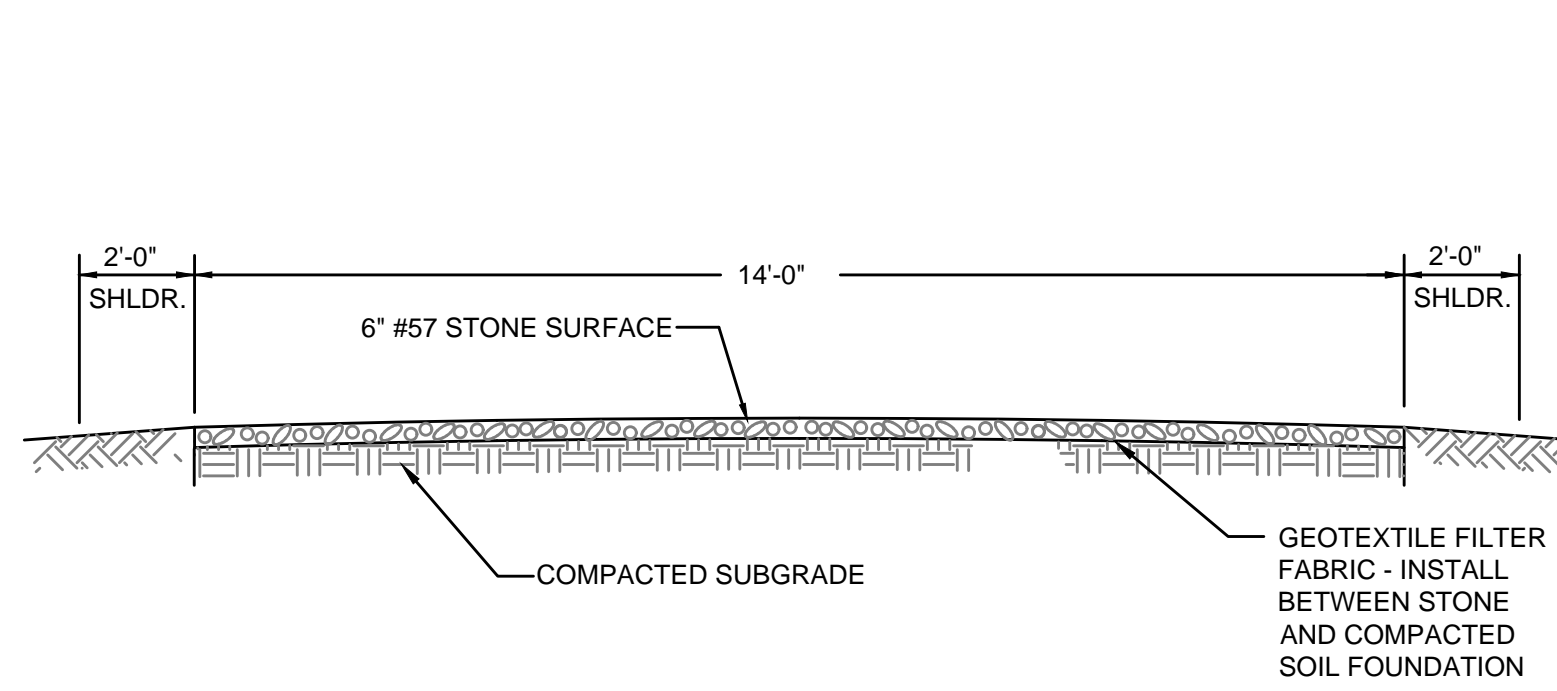
PROJECT NO.  
21027

SHEET NO.  
SD-4

PROJECT NO.  
21027

SHEET NO.  
SD-4

BID DOCUMENTS

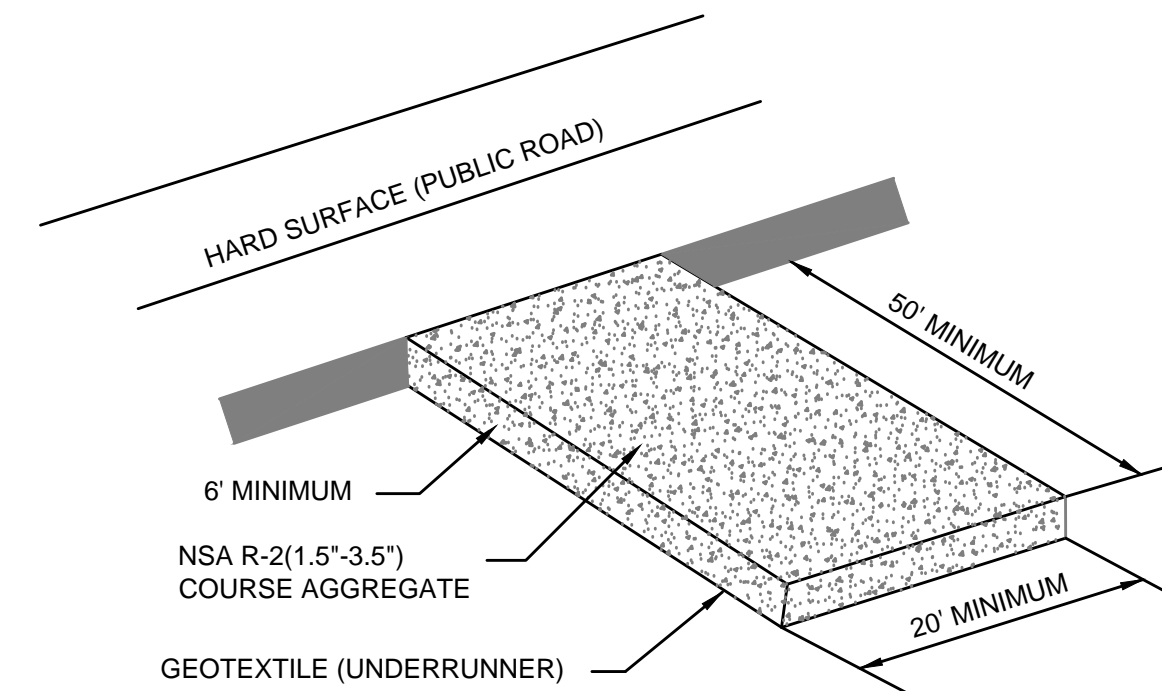


### CONSTRUCTION ROAD STABILIZATION

NOT TO SCALE

#### NOTES:

- TREES, STUMPS, ROOTS, BRUSH, WEEDS, AND OTHER OBJECTIONABLE MATERIALS SHALL BE REMOVED FROM THE WORK AREA.
- UNSUITABLE MATERIAL SHALL BE REMOVED FROM THE ROADBED AND PARKING AREAS.
- GRADING, SUBGRADE PREPARATION, AND COMPACTION SHALL BE DONE AS NEEDED. FILL MATERIAL SHALL BE DEPOSITED IN LAYERS NOT TO EXCEED 9 INCHES AND COMPACTED WITH THE CONTROLLED MOVEMENT OF COMPACTING AND EARTH MOVING EQUIPMENT.
- THE ROADBED SHALL BE GRADED TO THE REQUIRED ELEVATION. SUBGRADE PREPARATION AND PLACEMENT OF THE SURFACE COURSE SHALL BE IN ACCORDANCE WITH SOUND ROADWAY CONSTRUCTION.
- ALL CUT AND FILLS SHALL BE 2:1 OR FLATTER TO THE EXTENT POSSIBLE.
- WATER BREAKS OR BARS MAY BE USED TO CONTROL SURFACE RUNOFF.
- ROADS SHALL BE LAID OUT ACCORDING TO GOOD LANDSCAPE MANAGEMENT PRINCIPLES.
- ALL ROADSIDE DITCHES, CUTS, FILLS, AND DISTURBED AREAS ADJACENT TO ROADS SHALL BE STABILIZED WITH APPROPRIATE TEMPORARY OR PERMANENT VEGETATION.

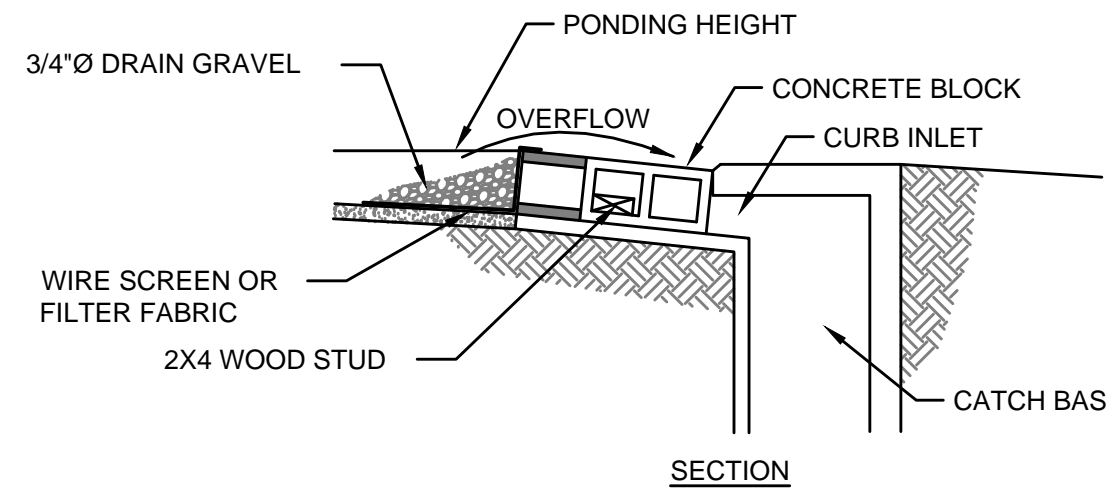
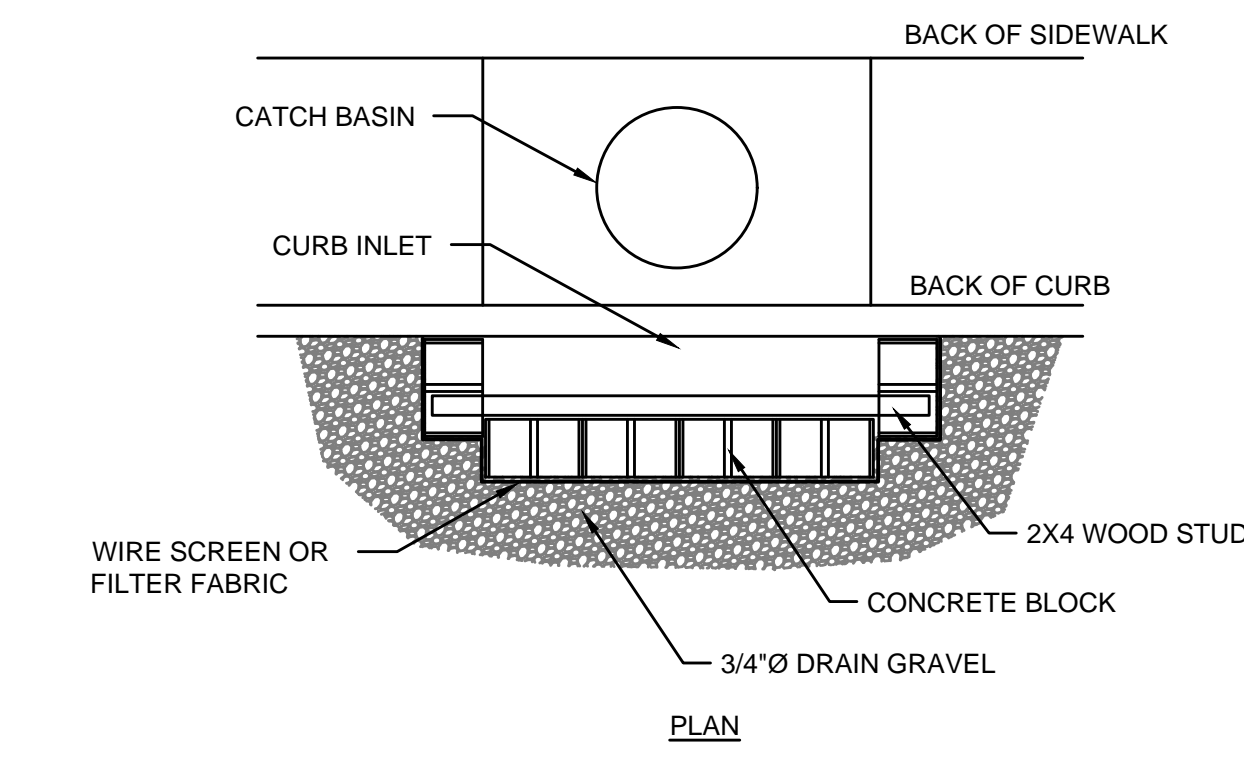


#### NOTES:

- A STABILIZED ENTRANCE PAD OF CRUSHED STONE SHALL BE LOCATED WHERE TRAFFIC WILL ENTER OR LEAVE THE CONSTRUCTION SITE ONTO A PUBLIC STREET.
- GEOTEXTILE (KYTC TYPE III) SHALL BE USED AS A BASE FOR THE CONSTRUCTION ENTRANCE.
- THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH SHALL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC STREETS OR EXISTING PAVEMENT. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS WARRANT AND REPAIR OR CLEAN OUT OF ANY MEASURES USED TO TRAP SEDIMENT.
- ANY SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO PUBLIC STREETS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
- WHEN APPROPRIATE, WHEELS MUST BE CLEANED TO REMOVED SEDIMENT PRIOR TO ENTERING A PUBLIC STREET. WHEN WASHING IS REQUIRED, IT SHALL BE DONE IN AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT BASIN.

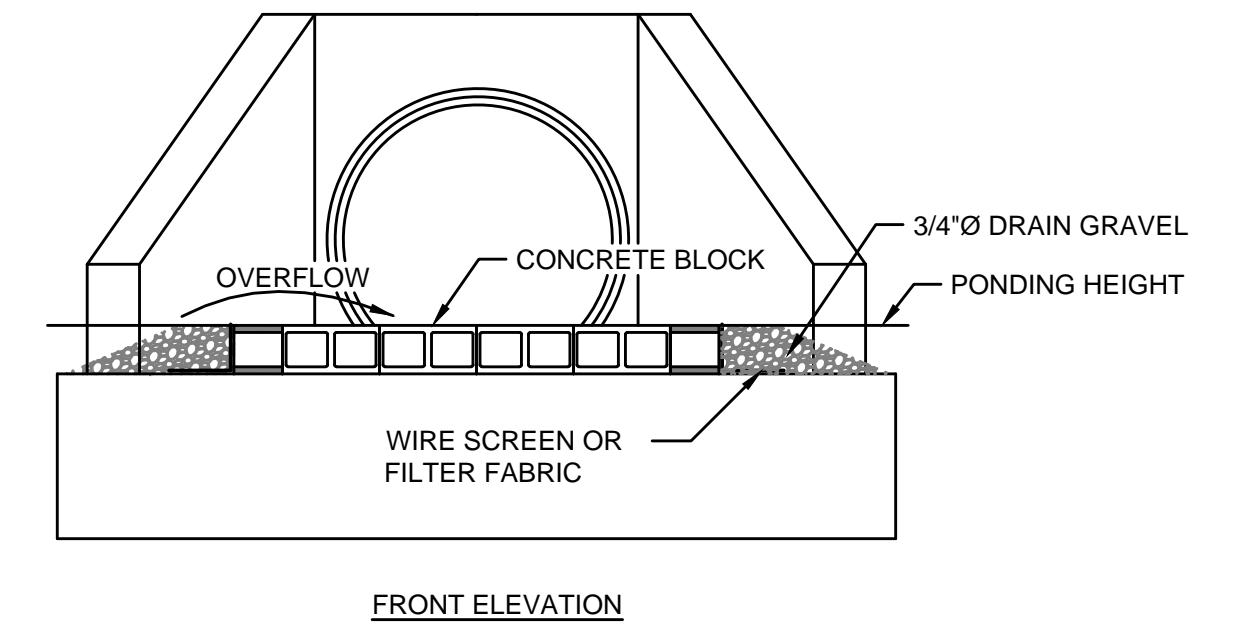
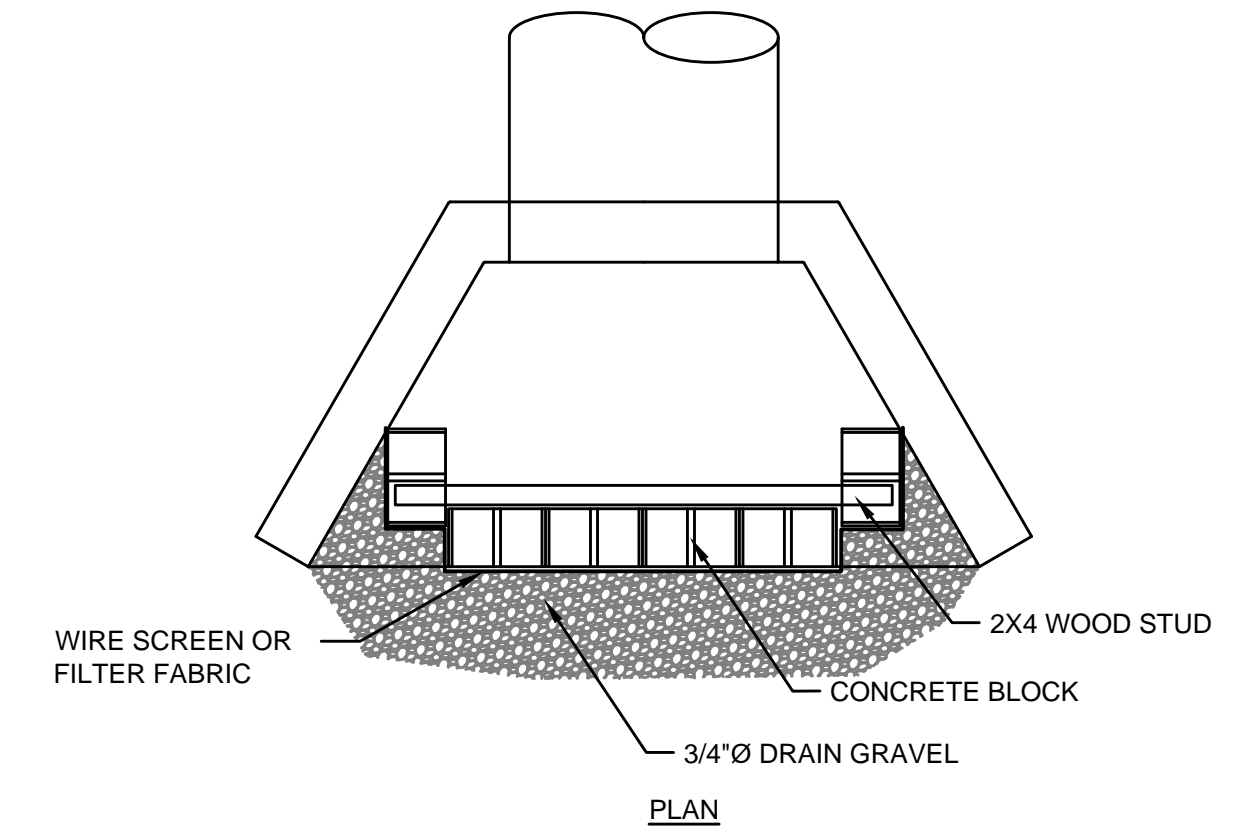
### STABILIZED CONSTRUCTION ENTRANCE

NOT TO SCALE



#### NOTES:

- USE BLOCK AND GRAVEL TYPE SEDIMENT BARRIER WHEN CURB INLET IS LOCATED IN GENTLY SLOPING STREET SEGMENT WHERE WATER CAN POND AND ALLOW SEDIMENT TO SEPARATE FROM RUNOFF.
- BARRIER SHALL ALLOW FOR OVERFLOW FROM SEVERE STORM EVENT.
- INSPECT BARRIERS AND REMOVE SEDIMENT AFTER EACH STORM EVENT. SEDIMENT AND GRAVEL MUST BE REMOVED FROM THE TRAVELED WAY IMMEDIATELY.



#### FRONT ELEVATION

### CULVERT INLET SEDIMENT BARRIER

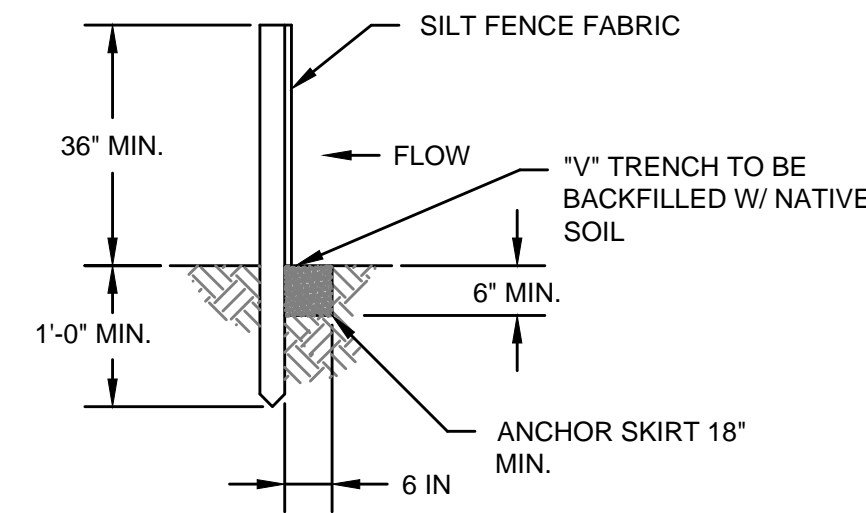
NOT TO SCALE

### EROSION CONTROL NOTES

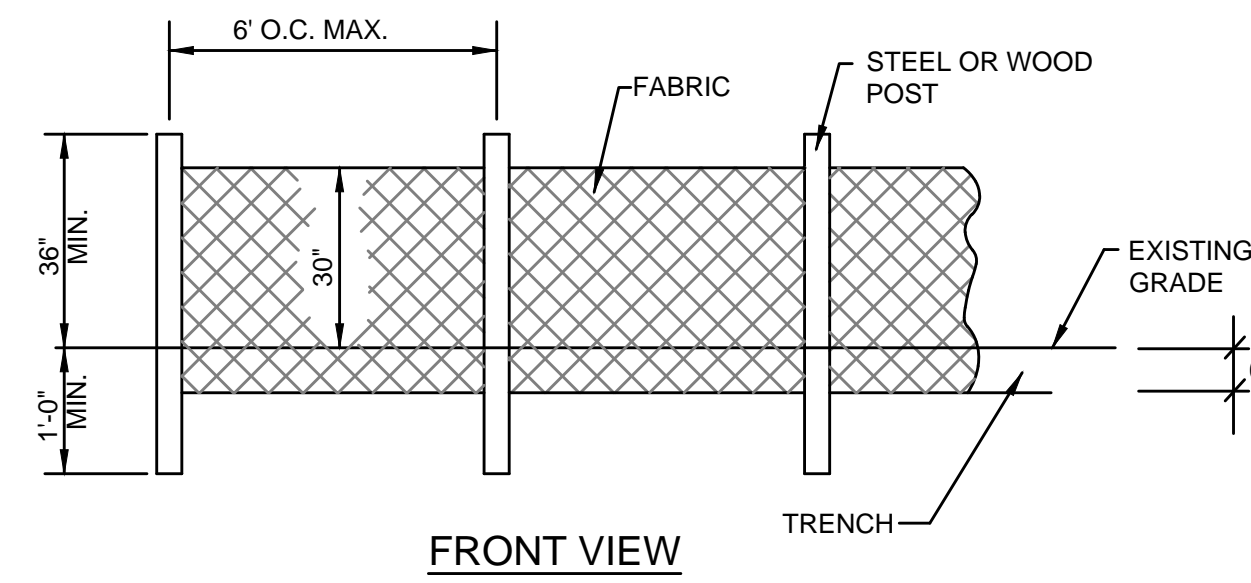
- A KPDES STORMWATER PERMIT IS REQUIRED FOR THIS PROJECT. COVERAGE STARTS WHEN THE KY DIVISION OF WATER ACKNOWLEDGES RECEIPT OF A NOTICE OF INTENT FOR COVERAGE.
- THE KPDES PERMIT REQUIRES THAT THE PERMITTEE SHALL MINIMIZE DISTURBANCE AND THE PERIOD OF TIME THAT THE DISTURBED AREA IS WITHOUT STABILIZATION PRACTICES.
- FINAL STABILIZATION SHALL BEGIN WITHIN 14 DAYS ON AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE PERMANENTLY CEASED OR HAVE BEEN SUSPENDED FOR MORE THAN 180 DAYS. WHEN SNOW COVER CAUSES DELAYS, STABILIZATION SHALL BEGIN AS SOON AS POSSIBLE. STABILIZATION PRACTICES INCLUDE SEEDING, MULCHING, PLACING SOD, PLANTING TREES OR SHRUBS, AND USING GEOTEXTILE FABRICS AND OTHER APPROPRIATE MEASURES. SEEDING RATES, DATES, AND MATERIALS MAY BE OBTAINED FROM THE LOCAL NATURAL RESOURCES CONSERVATION SERVICE FIELD OFFICE.
- FOR ALL CRITICAL AREAS (WITHIN 25' OF A STREAM), SOIL STABILIZATION TECHNIQUES SHALL BE IMPLEMENTED WITHIN 24 HOURS OR AS SOON AS PRACTICAL AFTER COMPLETION OF GRADING OR DISTURBANCE. TEMPORARY STABILIZATION PRACTICES SHALL BE INITIATED WITHIN 14 DAYS OF CESSATION OF CONSTRUCTION ACTIVITIES.
- A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE DEVELOPED AND IMPLEMENTED AS OUTLINED IN THE KPDES STORMWATER PERMIT KYR 10.
- SEDIMENT BASINS (DEBRIS BASINS, DESILTING BASINS, OR SEDIMENT TRAPS) SHALL BE PROPERLY DESIGNED.
- SEDIMENT BASINS (DEBRIS BASINS, DESILTING BASINS, OR SEDIMENT TRAPS) SHALL BE INSTALLED DURING THE INITIAL GRADING AT LOCATIONS THAT WILL PROVIDE THE BEST PROTECTION FROM OFF-SITE DAMAGES.
- ALL SLOPES EXCEEDING 3:1 SHALL HAVE EXTRA SLOPE PROTECTION SUCH AS NETTING.
- A MULTI-PURPOSE BASIN USED FOR A SEDIMENT TRAP THAT IS THEN CONVERTED TO A DETENTION/RETENTION BASIN SHALL BE DREDGED PERIODICALLY DURING CONSTRUCTION ACTIVITIES AND AFTER STABILIZATION IN ORDER TO PROVIDE ADEQUATE STORAGE.
- INLET PROTECTION IS REQUIRED TO MINIMIZE DISCHARGE OF SEDIMENT LADEN WATER.
- SITE PERIMETER CONTROLS ARE REQUIRED AND SHALL BE INSTALLED TO PREVENT THE DEPOSIT OF SOIL AND DEBRIS FROM GRADED SURFACES ONTO PUBLIC STREETS, INTO DRAINAGE CHANNELS OR SEWERS, OR ONTO ADJOINING LAND.
- EROSION CONTROL MEASURES SHOWN ARE THE MINIMUM REQUIRED, CONTRACTOR SHALL PROVIDE ADDITIONAL CONTROL AND REVISE THE CONTROLS AS NEEDED.

#### INSPECTIONS AND MAINTENANCE

- ALL EROSION CONTROL MEASURES, DISCHARGE LOCATIONS, VEHICLE EXITS, DISTURBED AREAS OF THE SITE, AND MATERIALS STORAGE AREAS SHALL BE INSPECTED WEEKLY AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.5 INCHES OR GREATER. EACH INSPECTION MUST BE DOCUMENTED IN ACCORDANCE WITH THE KPDES GENERAL PERMIT FOR STORMWATER POINT SOURCE DISCHARGES FROM CONSTRUCTION ACTIVITIES (KYR10).
- SEDIMENT ACCUMULATED AT THE SILT FENCES, INLET PROTECTION AREAS, AND OTHER SILT CHECK DEVICES SHOULD BE REMOVED NO LATER THAN WHEN IT REACHES 1/3 HEIGHT OF THE FENCE OR 9 INCHES MAXIMUM.
- SEDIMENT MUST BE REMOVED FROM ANY SEDIMENT BASINS WHEN THE NO MORE THAN 1/3 VOLUME HAS BEEN FILLED WITH COLLECTED SEDIMENT.
- ALL REQUIRED REPAIRS ARE TO BE MADE IMMEDIATELY.
- REMOVED SEDIMENT MUST BE SPREAD AND VEGETATED OR OTHERWISE STABILIZED IN A MANNER THAT DOES NOT RESULT IN MUDDY RUNOFF TO NEARBY DITCHES AND WATERBODIES.
- INSPECT THE CONSTRUCTION ENTRANCE DAILY TO ENSURE NO TRACKING OR DIRT ONTO LOCAL ROADWAYS. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC ROADS MUST BE REMOVED IMMEDIATELY. SEE NOTE 3 FOR HANDLING OF REMOVED SEDIMENT.
- MAINTAIN THE ENTRANCE AS NECESSARY TO PREVENT TRACKING OF DIRT.



#### TRENCH DETAIL FOR SEDIMENT FENCE



#### FRONT VIEW

#### NOTES:

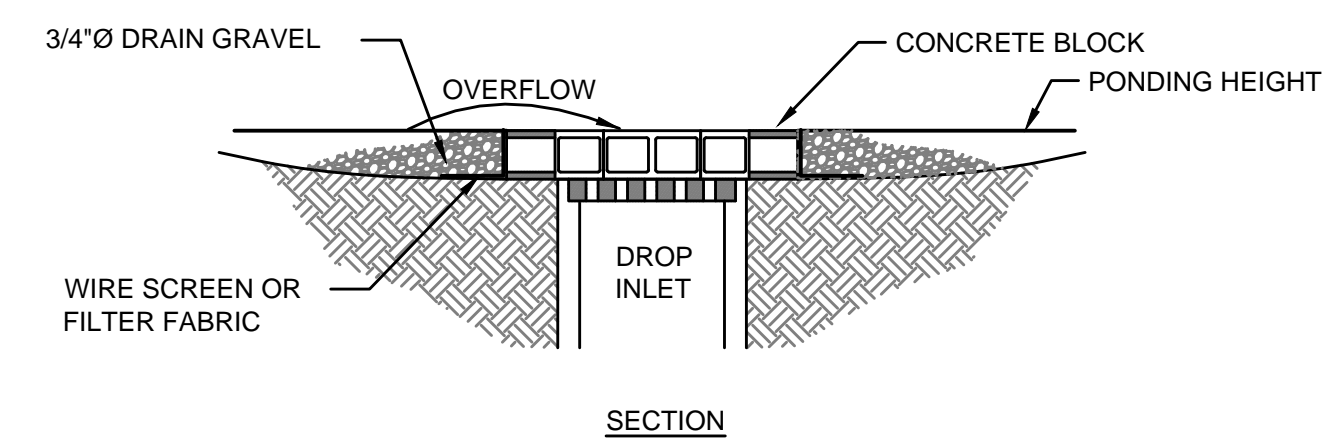
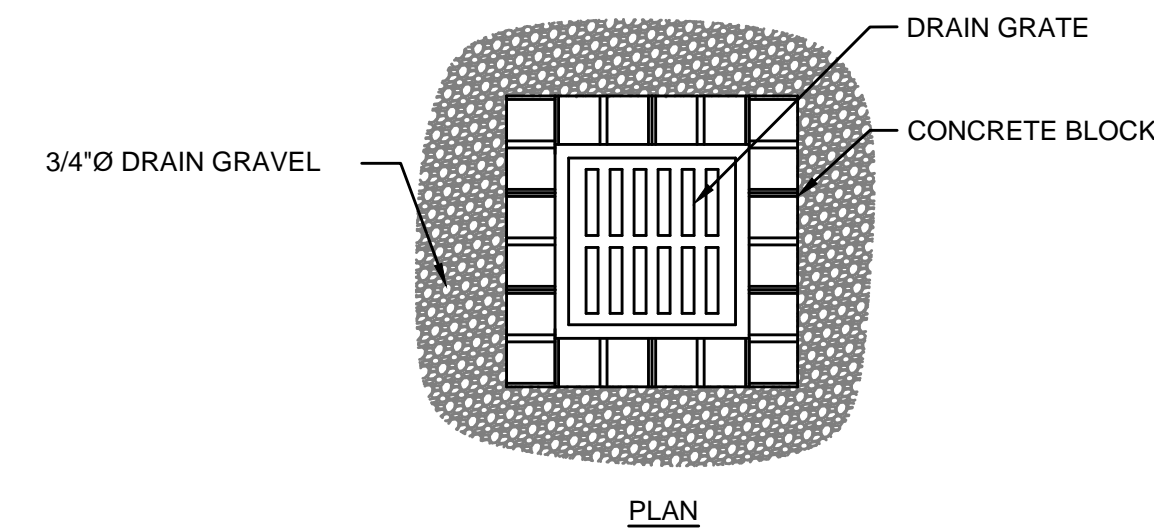
- GEOTEXTILE FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL AND CUT TO THE LENGTH OF THE OF THE BARRIER. WHEN JOINTS CANNOT BE AVOID, GEOTEXTILE FABRIC SHALL BE SPLICED TOGETHER ONLY AT A POST WITH 3 FOOT MIN. OVERLAP, AND SECURELY SEALED.
- POSTED SHALL BE AT LEAST 5 FEET IN LENGTH
- STEEL POSTS SHALL HAVE PROJECTIONS FOR FASTENING WIRE AND FABRIC.
- WOOD POSTS SHALL BE 2 INCHES BY 2 INCHES OR EQUIVALENT. STEEL POSTS SHALL BE 1/3 LBS PER LINEAR FOOT.
- IF REQUIRED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH IN LENGTH. WIRE TIES, OR HOG RINGS, THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES AND SHALL NOT EXTEND MORE THAN 36 INCHES ABOVE THE ORIGINAL GROUND SURFACE
- TURN SILT FENCE UP SLOPE AT ENDS.

### SEDIMENT BARRIER

NOT TO SCALE

### CURB INLET SEDIMENT BARRIER

NOT TO SCALE

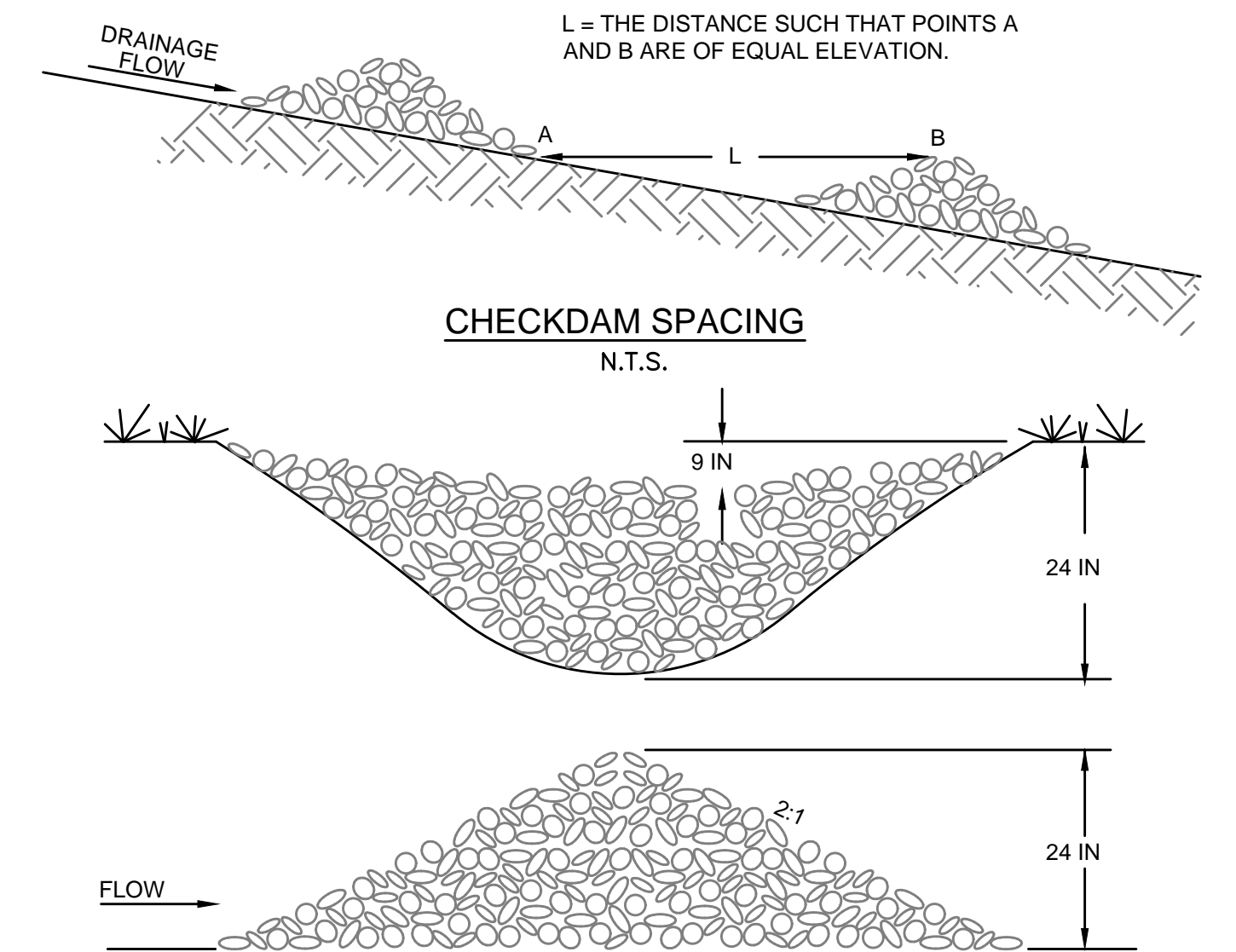


#### NOTES:

- DROP INLET SEDIMENT BARRIERS ARE TO BE USED FOR SMALL, NEARLY LEVEL DRAINAGE AREAS (LESS THAN 5% SLOPE)
- EXCAVATE A BASIN OF SUFFICIENT SIZE ADJACENT TO THE DROP INLET.
- THE TOP OF THE STRUCTURE (PONDING HEIGHT) MUST BE BELOW THE GROUND ELEVATION DOWNSLOPE TO PREVENT RUNOFF FROM BYPASSING THE INLET. A TEMPORARY DIKE MAY BE NECESSARY ON THE DOWNSLOPE SIDE OF THE STRUCTURE.

### DROP INLET SEDIMENT BARRIER

NOT TO SCALE



#### CHECKDAM SPACING

N.T.S.

#### NOTES:

- ROCK CHECK DAMS SHOULD BE CONSTRUCTED OF GRADED 5 TO 10 INCH STONE. MECHANICAL OR HAND PLACEMENTS SHALL BE REQUIRED TO ENSURE COMPLETE COVERAGE OF THE ENTIRE WIDTH OF DITCH OR SWALE AND THAT THE CENTER OF THE DAM IS LOWER THAN THE EDGES.
- INSPECT BEHIND RIPRAP CHECKDAM DAILY AND CLEAN WHEN COLLECTED DEBRIS EXCEEDS HALF OF ITS DEPTH.

### ROCK CHECK DAM

NOT TO SCALE

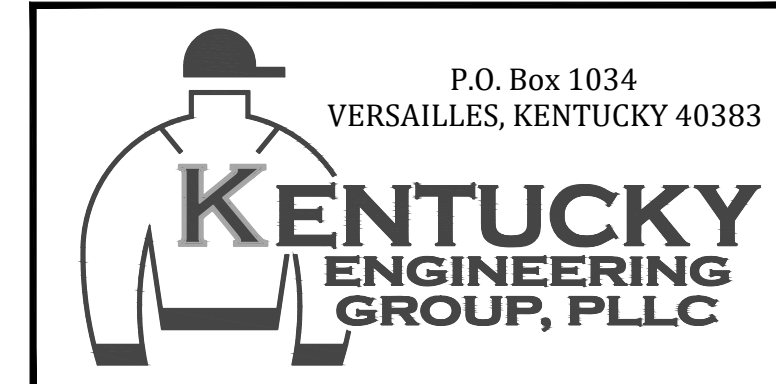
P:\PROJECTS\North Nelson Water District\21027 - KY 245 Connection to Bardstown DWG\21027-SD5 Phase 2.dwg REG 8/03/24

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DRAWING WITHOUT WRITTEN PERMISSION FROM KENTUCKY ENGINEERING GROUP, PLLC AND ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER.

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE DRAWING OR TITLE BLOCK TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	REVISIONS	BY

DATE:	JULY 2024
PROJECT MGR:	JCT
DRAWN BY:	JAB
CHECKED BY:	JCT/TLH
SCALE:	AS NOTED
2024 © Kentucky Engineering Group, PLLC	



THE NELSON COUNTY WATER SUPPLY PROJECT - PHASE 2  
FOR THE NORTH NELSON WATER DISTRICT  
COX'S CREEK, KENTUCKY

EROSION CONTROL DETAILS

PROJECT NO.  
21027

SHEET NO.  
SD+5

BID DOCUMENTS

**EXHIBIT 10**

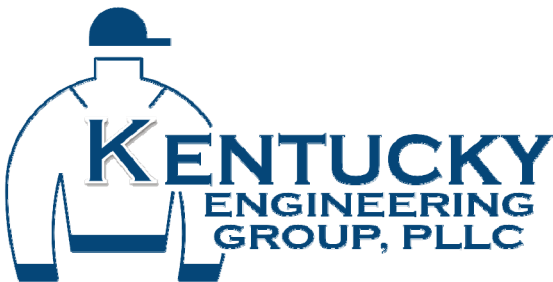
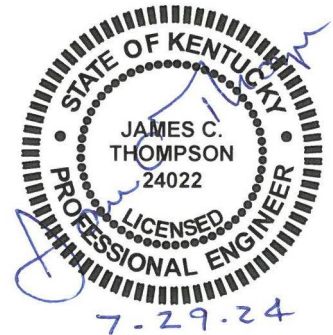
**CONTRACT DOCUMENTS and SPECIFICATIONS**

**Nelson County  
Water Supply Project – Phase 2**

**FOR THE**

**North Nelson Water District**

**Cox's Creek, Kentucky**



**Kentucky Engineering Group, PLLC**

**P.O. Box 1034**

**Versailles, Kentucky 40383**

**July 2024**

**KEG Project No. 21027**

**TABLE OF CONTENTS**  
**NELSON COUNTY**  
**WATER SUPPLY PROJECT – PHASE 2**  
**for the**  
**NORTH NELSON WATER DISTRICT**  
**JULY 2024**

TOC-1

---

**ADVERTISEMENT FOR BIDS**

SECTION 00010 – ADVERTISEMENT FOR BIDS..... 1-2  
SECTION 00100 – INSTRUCTIONS TO BIDDERS ..... 1-11

**BID FORMS**

SECTION 00410 – BID FORM ..... 1-8  
SECTION 00420 – QUALIFICATIONS STATEMENT ..... 1-12  
SECTION 00430 – BID BOND ..... 1-2

**AGREEMENT FORMS**

SECTION 00510 – NOTICE OF AWARD ..... 1  
SECTION 00520 – AGREEMENT FORMS ..... 1-6  
SECTION 00550 – NOTICE TO PROCEED ..... 1

**BONDS**

SECTION 00600 – INSURANCE CERTIFICATES ..... 1  
SECTION 00610 – PERFORMANCE BOND ..... 1-3  
SECTION 00615 – PAYMENT BOND ..... 1-3  
SECTION 00620 – PARTIAL PAY ESTIMATE & CHANGE ORDER ..... 1-3  
SECTION 00635 – CERTIFICATE OF SUBSTANTIAL COMPLETION ..... 1

**GENERAL AND SUPPLEMENTAL CONDITIONS**

SECTION 00710 – EJCDC GENERAL CONDITIONS ..... 1-71  
SECTION 00810 - KEG SUPPLEMENTAL GENERAL CONDITIONS ..... 1-7

**DIVISION 1 - GENERAL REQUIREMENTS**

SECTION 01010 - SUMMARY ..... 1  
SECTION 01015 - WORK SEQUENCE ..... 1  
SECTION 01016 - OCCUPANCY ..... 1  
SECTION 01025 - MEASUREMENT AND PAYMENT ..... 1-6  
SECTION 01030 – LABOR PROVISIONS ..... 1  
SECTION 01040 - COORDINATION ..... 1  
SECTION 01200 - SUBSTITUTIONS ..... 1-2  
SECTION 01252 – WEATHER DELAYS ..... 1-2  
SECTION 01300 - SUBMITTALS ..... 1-3  
SECTION 01380 – CONSTRUCTION PHOTOGRAPHY ..... 1  
SECTION 01450 – QUALITY CONTROL ..... 1  
SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS ..... 1-3  
SECTION 01530 – BARRIERS ..... 1  
SECTION 01540 – SECURITY ..... 1  
SECTION 01550 - ACCESS ROADS AND PARKING AREAS ..... 1  
SECTION 01570 - TRAFFIC REGULATION ..... 1-2  
SECTION 01580 - PROJECT IDENTIFICATION AND SIGNS ..... 1-2  
SECTION 01600 – MATERIALS AND EQUIPMENT ..... 1-3  
SECTION 01610 - TRANSPORTATION AND HANDLING ..... 1  
SECTION 01700 - PROJECT CLOSEOUT ..... 1-3



**TABLE OF CONTENTS**  
**NELSON COUNTY**  
**WATER SUPPLY PROJECT – PHASE 2**  
**for the**  
**NORTH NELSON WATER DISTRICT**  
**JULY 2024**

	TOC-2
SECTION 01710 - CLEANING .....	1-3
SECTION 01720 - PROJECT RECORD DOCUMENTS.....	1-2
SECTION 01730 - OPERATING AND MAINTENANCE DATA.....	1-3
SECTION 01740 - WARRANTIES AND BONDS.....	1-2
 <b>DIVISION 2 - SITE WORK</b>	
SECTION 02110 – SITE CLEARING.....	1-2
SECTION 02211 – ROUGH GRADING.....	1-2
SECTION 02220 – EARTHWORK.....	1-8
SECTION 02222 - EXCAVATION .....	1-2
SECTION 02226 – TRENCHING, BACKFILLING AND COMPACTING .....	1-3
SECTION 02228 – ROCK REMOVAL .....	1-3
SECTION 02228 – POLYETHYLENE WRAP.....	1-4
SECTION 02270 – SLOPE PROTECTION AND EROSION CONTROL.....	1-2
(KPDES) Notice of Intent Form.....	1-2
(KPDES) Notice of Termination Form.....	1-2
SECTION 02302 – RAILROAD OR HIGHWAY CROSSINGS.....	1-4
SECTION 02502 – RESTORATION OF SURFACES.....	1-5
SECTION 02228 – DUCTILE IRON WATER MAIN INSTALLATION .....	1-6
SECTION 02600 – PIPE FITTINGS INSTALLATION.....	1-18
SECTION 02630 – TAPPED CONNECTIONS.....	1-3
SECTION 02640 – VALVES.....	1-6
SECTION 02645 – HYDRANT ASSEMBLY.....	1-2
SECTION 02700 - SITE RESTORATION .....	1
 <b>DIVISION 3- CONCRETE</b>	
SECTION 03300 – CAST-IN-PLACE CONCRETE.....	1-9

**SECTION 00100  
ADVERTISEMENT FOR BIDS**

**North Nelson Water District  
P.O. Box 25  
Cox's Creek, Kentucky 40013**

Separate sealed Bids for the construction of the **Nelson County Water Supply Project - Phase 2** consisting of the construction of approximately 38,500 LF of 24-inch water transmission main and approximately 1,000 LF of road boring with 36-inch steel casing pipe, including all appurtenances as shown on the DRAWINGS and described in the SPECIFICATIONS will be received by the North Nelson Water District at the District Office at 5555 Louisville Road, Cox's Creek, Kentucky 40013 until 10:00 am (EST Local Time) Thursday September 5, 2024, and then at said office publicly opened and read aloud.

**A mandatory pre-bid meeting will be held at the North Nelson Water District Company office on Tuesday August 20, 2024, at 10:00 am (EST Local Time).**

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

The Contract Documents may be examined at the following locations:

KENTUCKY ENGINEERING GROUP, PLLC., 101 High Street, Versailles, Kentucky 40383  
Phone: 859.251.4127

NORTH NELSON WATER DISTRICT, 5555 Louisville Road, Cox's Creek, Kentucky 40013.  
Phone: 502.348.8342

Copies of the Contract Documents may be obtained from **LYNN IMAGING - Lexington** located at **328 Old Vine Street, Lexington, KY 40507, 859-255-1021**, upon receipt of a non-refundable amount of **\$500.00** for each complete set of documents. Electronic downloads (as portable document format PDF) files are included with each purchase.

The Contract Time Is **480** calendar days.

Liquidated Damages are **\$500** for each day that expires after the time specified.

All bids must be made on required Bid Form and must be fully completed and executed with original signatures and corporate seals. All bidders must be listed as plan holder by the plan distributor and must attend the mandatory pre-bid meeting.

Bidders must comply with President's Executive Orders No. 11246 and No. 11375 and any amendments or supplements to those Executive Orders. Attention of bidders is particularly called to the requirements as to conditions of employment to be observed under the contract, Section 3, Segregated Facility, Section 109 and E.O. 11246.

Bidders must certify they do not and will not maintain or provide for their employees any facilities that are segregated or based on race, color, creed or national origin. Bidders must comply with 41 CFR 60-4 in regard to affirmative action and to insure equal opportunity to females and minorities, and all that are applicable. Minorities and small businesses are encouraged to submit bids on this project.

Bidders must comply with Title VI of the Civil Rights Act of 1964 Anti-Kickback Act, and the Contract Work Hours Standard Act.

The North Nelson Water District reserves the right to waive any bidding informalities and to reject any or all bids, for any reason. The right is reserved by the Owner, in the exercise of its sole judgment to reject any or all Bids, and to re-advertise and award the Contract in the regular manner or to waive any informalities, irregularities, mistakes, errors, or omissions in any Bid received and to accept any Bid deemed to be responsive to this invitation and favorable to interests of the Owner.

The sealed bid for this project shall be clearly marked on the outside of the envelope: "Sealed Bid for **Nelson County Water Supply Project – Phase 2**" for the North Nelson Water District. The bid may be mailed to: North Nelson Water District, 5555 Louisville Road, Cox's Creek, Kentucky 40013. A certified check or Bid Bond payable to the North Nelson Water District in the amount of five (5) percent of the Bid shall accompany the Bid.

Robert Cecil, Chairman

North Nelson Water District

**INSTRUCTIONS TO BIDDERS****TABLE OF CONTENTS**

	<b>Page</b>
ARTICLE 1 – Defined Terms.....	2
ARTICLE 2 – Copies of Bidding Documents.....	2
ARTICLE 3 – Qualifications of Bidders.....	2
ARTICLE 4 – Site and Other Areas; Existing Site Conditions; Examination of Site; Owner’s Safety Program; Other Work at the Site.....	2
ARTICLE 5 – Bidder’s Representations .....	4
ARTICLE 6 – Pre-Bid Conference .....	5
ARTICLE 7 – Interpretations and Addenda .....	5
ARTICLE 8 – Bid Security .....	5
ARTICLE 9 – Contract Times.....	6
ARTICLE 10 – Liquidated Damages .....	6
ARTICLE 11 – Substitute and “Or-Equal” Items.....	6
ARTICLE 12 – Subcontractors, Suppliers, and Others.....	7
ARTICLE 13 – Preparation of Bid.....	7
ARTICLE 14 – Basis of Bid.....	8
ARTICLE 15 – Submittal of Bid .....	9
ARTICLE 16 – Modification and Withdrawal of Bid.....	9
ARTICLE 17 – Opening of Bids.....	9
ARTICLE 18 – Bids to Remain Subject to Acceptance .....	9
ARTICLE 19 – Evaluation of Bids and Award of Contract.....	10
ARTICLE 20 – Bonds and Insurance .....	10
ARTICLE 21 – Signing of Agreement .....	10
ARTICLE 22 – NOT USED.....	11
ARTICLE 23 – NOT USED.....	11
ARTICLE 24 – Power Of Attorney .....	11
ARTICLE 25 – Laws And Regulations.....	11
ARTICLE 26 – Safety Standards And Accident Prevention.....	11
ARTICLE 27 – Wage Rate Requirments.....	11

**ARTICLE 1 – DEFINED TERMS**

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

**ARTICLE 2 – COPIES OF BIDDING DOCUMENTS**

- 2.01 Complete sets of the Bidding Documents must be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid. Bids from anyone not on the Engineer's Plan Holders List will not be opened.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

**ARTICLE 3 – QUALIFICATIONS OF BIDDERS**

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and the additional information listed in the Bid Form.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

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

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

#### 4.02 *Existing Site Conditions*

##### A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. If there are reports and/or additional information concerning site conditions available, they will be included as Appendices to the Bidding Documents.
2. Geotechnical Report: If a Geotechnical Report is available, it will be included as an appendix to the Bidding Documents. The Geotechnical Report describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations.

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

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

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

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

- A. Bidder shall conduct the required Site visit during normal working hours and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing

so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

#### 4.04 *Owner's Safety Program*

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

#### 4.05 *Other Work at the Site*

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

### **ARTICLE 5 – BIDDER'S REPRESENTATIONS**

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

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work included but not limited to the AIS requirements as mandated and any subsequent statutes mandating domestic preference which apply to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Bidding Documents, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Bidding Documents, especially with respect to Technical Data in such reports and drawings;

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

#### **ARTICLE 6 – PRE-BID CONFERENCE**

6.01 A **mandatory pre-bid** is scheduled for this project on Tuesday August 20, 2024 at 10:00 am EST.

#### **ARTICLE 7 – INTERPRETATIONS AND ADDENDA**

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

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

#### **ARTICLE 8 – BID SECURITY**

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five (5) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in



the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

#### **ARTICLE 9 – CONTRACT TIMES**

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

#### **ARTICLE 10 – LIQUIDATED DAMAGES**

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

#### **ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS**

- 11.01 The Contract for the Work, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute 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 at least 15 days prior to the date for receipt of Bids in the case of a proposed substitute and 5 days prior in the case of a proposed "or-equal". Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner. Substitutes and "or-equal" materials and equipment may be proposed by Contractor in accordance with Paragraphs 7.04 and 7.05 of the General conditions after the Effective Date of the contract.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as

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

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

## **ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 12.01 If required by the bid documents, the Bidder shall submit to Owner a list of the Subcontractors or Suppliers proposed for the major portions of the Work. If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute.
- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.
- 12.03 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.04 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SGC 7.06.

## **ARTICLE 13 – PREPARATION OF BID**

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

- 13.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.06 All names shall be printed in ink below the signatures.
- 13.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.09 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form. 11.8. The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of any cash allowances named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.
- The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of any cash allowances named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.
- 13.10 Each Bid must be submitted on the prescribed form and accompanied by the submittals listed in the Bid Form.

#### **ARTICLE 14 – BASIS OF BID**

- 14.01 Unit Price
- A. Bidders shall submit a bid on a unit price basis for each item of work listed in the bid schedule.
  - B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and contract price will be determined in accordance with paragraph 11.03 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. Discrepancies between words and figures will be resolved in favor of the words.
- 14.02 The bid price shall include such amounts as the bidder deems proper for overhead and profit on account of cash allowances, if any, named in the contract documents as provided in paragraph 11.02 of the general conditions.
- 14.03 Bid prices will be compared after resolution of discrepancies, if any, as described above.

**ARTICLE 15 – SUBMITTAL OF BID**

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED."
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

**ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID**

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

**ARTICLE 17 – OPENING OF BIDS**

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

**ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

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

**ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

**ARTICLE 20 – BONDS AND INSURANCE**

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

**ARTICLE 21 – SIGNING OF AGREEMENT**

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

**ARTICLE 22 – NOT USED****ARTICLE 23 – NOT USED****ARTICLE 24 – POWER OF ATTORNEY**

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

**ARTICLE 25 – LAWS AND REGULATIONS**

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

**ARTICLE 26 – SAFETY STANDARDS AND ACCIDENT PREVENTION**

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

- A. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.
- B. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- C. Maintain at his/her office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or doctor's care of persons (including employees), who may be injured on the job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

**ARTICLE 27 – WAGE RATE REQUIREMENTS**

27.01 If the contract price is in excess of \$100,000, provisions of the Contract Work Hours and Safety Standards Act at 29 CFD 5.5(b) apply.

**TABLE OF CONTENTS**

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

**BID FORM**

**Nelson County Water Supply Project – Phase 2**

**North Nelson Water District**

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

*North Nelson Water District  
5555 Louisville Road  
Cox's Creek, Kentucky 40013*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

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

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

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work and including all AIS requirements.

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



Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

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

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

Bidder will complete the Work in accordance with the Contract Documents for the following price(s): **See Section 01025 MEASUREMENT AND PAYMENT and SECTION 01600 MATERIAL AND EQUIPMENT**

**BID SCHEDULE**

ITEM NO.	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL BID AMOUNT
1	31,496	LF	<b>24-inch Water Main, Ductile Iron W.M. Class 250 Push on Joint.</b> Complete in Place.		
2	6,994	LF	<b>24-inch Water Main, Ductile Iron W.M. Class 250 Restraint Joint.</b> Complete in Place.		
3	8	EA	<b>24-inch C.I. AWWA C509 Gate Valve and Valve Box.</b> Complete in Place.		
4	940	LF	<b>36" Steel Encasement Pipe, Bore &amp; Jack,</b> Complete in Place		
5	964	LF	<b>Open Cut w/ 36" PVC Encasement Pipe.</b> Complete in Place		
6	7	EA	<b>Flushing Hydrant Assembly,</b> Complete in place.		
7	1	EA	<b>Manway Access Vault</b> with all appurtenances and fittings.		
8	1	EA	<b>No. 1 Connection to Existing Water Main.</b> Complete in place.		
9	1	EA	<b>No. 2 Connection to Existing Water Main.</b> Complete in place.		
10	1	EA	<b>No. 3 Connection to Existing Water Main.</b> Complete in place.		

EJCDC® C-410, Bid Form for Construction Contracts.

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

ITEM NO.	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL BID AMOUNT
11	1	EA	<b>No. 4 Connection to Existing Water Main.</b> Complete in place.		

**NORTH NELSON WATER DISTRICT MAY ELECT TO AWARD THE CONTRACT ON BASE BID "A" OR ALTERNATE BID "A". BIDDER MUST SUBMIT A BID FOR BOTH BASE BID AND ALTERNATE BID "A"**

**AWARD OF THE CONTRACT WILL BE BASED ON THE LOWEST RESPONSIBLE, RESPONSIVE BIDDER ON THE TOTAL OF EITHER THE BASE BID or ALTERNATE BID "A" AS SELECTED BY THE OWNER.**

**TOTAL AMOUNT BID BASE BID: \_\_\_\_\_**  
**WORDS**

**Dollars and \_\_\_\_\_ (Cents) (\$ \_\_\_\_\_ )**  
**NUMBERS**

The above prices shall include all labor, materials, unclassified excavation overhead, profit, insurance and other costs necessary to cover the finished work of the several kinds called for.

By submission of this Bid, the BIDDER certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid, with any other BIDDER or with any competitor.

**ALTERNATE -A**

**Nelson County Water Supply Project - Phase 2**

ITEM NO.	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL BID AMOUNT
A-1	31,496	LF	<b>20-inch Water Main, Ductile Iron W.M. Class 250 Push on Joint.</b> Complete in Place.		
A-2	6,994	LF	<b>20-inch Water Main, Ductile Iron W.M. Class 250 Restraint Joint.</b> Complete in Place.		
A-3	8	EA	<b>20-inch C.I. AWWA C509 Gate Valve and Valve Box.</b> Complete in Place.		
A-4	940	LF	<b>30" Steel Encasement Pipe, Bore &amp; Jack,</b> Complete in Place		
A-5	964	LF	<b>Open Cut w/ 30" PVC Encasement Pipe.</b> Complete in Place		
A-6	7	EA	<b>Flushing Hydrant Assembly,</b> Complete in place.		
A-7	1	EA	<b>Manway Access Vault</b> with all appurtenances and fittings.		
A-8	1	EA	<b>No. 1 Connection to Existing Water Main.</b> Complete in place.		
A-9	1	EA	<b>No. 2 Connection to Existing Water Main.</b> Complete in place.		
A-10	1	EA	<b>No. 3 Connection to Existing Water Main.</b> Complete in place.		
A-11	1	EA	<b>No. 4 Connection to Existing Water Main.</b> Complete in place.		

**NORTH NELSON WATER DISTRICT MAY ELECT TO AWARD THE CONTRACT ON BASE BID OR ALTERNATE BID "A". BIDDER MUST SUBMIT A BID FOR BOTH BASE BID AND ALTERNATE BID "A"**

**AWARD OF THE CONTRACT WILL BE BASED ON THE LOWEST RESPONSIBLE, RESPONSIVE BIDDER ON THE TOTAL OF EITHER THE BASE BID or ALTERNATE BID "A" AS SELECTED BY THE OWNER.**

**TOTAL AMOUNT BID ALTERNATE B:** \_\_\_\_\_

**WORDS**

**Dollars and \_\_\_\_\_ (Cents) (\$ \_\_\_\_\_ )**

**NUMBERS**

The above prices shall include all labor, materials, unclassified excavation overhead, profit, insurance and other costs necessary to cover the finished work of the several kinds called for.

By submission of this Bid, the BIDDER certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid, with any other BIDDER or with any competitor.

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete within **480** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 6.01 above, plus any extensions thereof allowed in accordance with Article 15 of the General Conditions. 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), Contractor shall pay Owner **\$500** for each day that expires after the time specified in Paragraph 6.01 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$500** for each day that expires after the time specified in Paragraph 6.01 for completion and readiness for final payment until the Work is completed and ready for final payment.

## ATTACHMENTS TO THIS BID

- 6.03 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. List of Project References;
  - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - F. Contractor's License No.:
  - G. Required Bidder Qualification Statement with supporting data; and

## ARTICLE 7 – DEFINED TERMS

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

*NOTE(S) TO USER:*

*Careful attention to proper use of terms defined in the Instructions to Bidders, the General Conditions, and Supplementary Conditions is most important.*

**ARTICLE 8 – BID SUBMITTAL**

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

By:

*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_

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

Attest:

*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_

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

Submittal Date: \_\_\_\_\_

Address for giving notices:

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

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

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

Contact Name and e-mail address: \_\_\_\_\_  
\_\_\_\_\_

Bidder's License No.: \_\_\_\_\_

*(where applicable)*

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

## QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT  
PERMITTED BY LAWS AND REGULATIONS

**1. SUBMITTED BY:**

Official Name of Firm: \_\_\_\_\_

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

**2. SUBMITTED TO:** \_\_\_\_\_

**3. SUBMITTED FOR:** \_\_\_\_\_

Owner: \_\_\_\_\_

North Nelson Water District

Project Name: \_\_\_\_\_

Nelson County Water Supply Project – Phase 2  
\_\_\_\_\_  
\_\_\_\_\_

**TYPE OF WORK:**

Water Transmission Main

**CONTRACTOR'S CONTACT INFORMATION**

Contact Person: \_\_\_\_\_

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

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

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



**4. AFFILIATED COMPANIES:**

Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**5. TYPE OF ORGANIZATION:**

SOLE PROPRIETORSHIP

Name of Owner: \_\_\_\_\_

Doing Business As: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

PARTNERSHIP

Date of Organization: \_\_\_\_\_

Type of Partnership: \_\_\_\_\_

Name of General Partner(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CORPORATION

State of Organization: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

Executive Officers:

- President: \_\_\_\_\_

- Vice President(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Treasurer: \_\_\_\_\_

- Secretary: \_\_\_\_\_

LIMITED LIABILITY COMPANY

State of Organization: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

Members: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

JOINT VENTURE

Sate of Organization: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

Form of Organization: \_\_\_\_\_

Joint Venture Managing Partner

- Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Joint Venture Managing Partner

- Name: \_\_\_\_\_

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

\_\_\_\_\_

Joint Venture Managing Partner

- Name: \_\_\_\_\_

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

\_\_\_\_\_

**6. LICENSING**

Jurisdiction: \_\_\_\_\_

Type of License: \_\_\_\_\_

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

Jurisdiction: \_\_\_\_\_

Type of License: \_\_\_\_\_

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

**7. CERTIFICATIONS**

**CERTIFIED BY:**

Disadvantage Business Enterprise: \_\_\_\_\_

Minority Business Enterprise: \_\_\_\_\_

Woman Owned Enterprise: \_\_\_\_\_

Small Business Enterprise: \_\_\_\_\_

Other ( \_\_\_\_\_ ): \_\_\_\_\_

**8. BONDING INFORMATION**

Bonding Company: \_\_\_\_\_

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

Bonding Agent: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_

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

Aggregate Bonding Capacity: \_\_\_\_\_

Available Bonding Capacity as of date of this submittal: \_\_\_\_\_

**9. FINANCIAL INFORMATION**

Financial Institution: \_\_\_\_\_

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

\_\_\_\_\_

Account Manager: \_\_\_\_\_

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

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS (REQUIRED, AS REQUESTED FROM THE LOW BIDDER BY THE OWNER AFTER RECEIPT OF BIDS)

**10. CONSTRUCTION EXPERIENCE:**

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

**11. SAFETY PROGRAM:**

Name of Contractor's Safety Officer: \_\_\_\_\_

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____

Total number of man-hours worked for the last 5 Years:

YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____

**12. EQUIPMENT:**

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATED: \_\_\_\_\_

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

NOTARY PUBLIC - STATE OF \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1. (REQUIRED, AS REQUESTED FROM THE LOW BIDDER BY THE OWNER AFTER RECEIPT OF BIDS)
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

- Major Equipment Manufacturers

## SCHEDULE A

### CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				



## SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

## SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE

## BID BOND

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

---

BIDDER (*Name and Address*):

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

OWNER (*Name and Address*): North Nelson Water District  
5555 Louisville Road  
Cox's Creek, Kentucky 40013

### BID

Bid Due Date:

Description: Nelson County Water Supply Project – Phase 2  
North Nelson Water District

### BOND

Bond Number:

Date:

Penal sum \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

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

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and

assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

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

3. This obligation shall be null and void if:

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

3.2 All Bids are rejected by Owner, or

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

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

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

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

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

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

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

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

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

**NOTICE OF AWARD**

---

Date of Issuance:

Owner: North Nelson Water District      Owner's Contract No.:  
Engineer: Kentucky Engineering Group, PLLC      Engineer's Project No.: 21027  
Project: Nelson County Water Supply Project      Contract Name:

Bidder:

Bidder's Address:

**TO BIDDER:**

You are notified that Owner has accepted your Bid dated \_\_\_\_\_ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

\_\_\_\_\_  
Nelson County Water Supply Project – Phase 2

The Contract Price of the awarded Contract is: \$ \_\_\_\_\_

unexecuted counterparts 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. *[revise if multiple copies accompany the Notice of Award]*

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

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

1. Deliver to Owner  counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

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

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

---

Owner: North Nelson Water District

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

Authorized Signature

Title: Chairman

Copy: Engineer

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

THIS AGREEMENT is by and between North Nelson Water District (“Owner”) and \_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

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

**ARTICLE 2 – THE PROJECT**

The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Nelson County Water Supply Project – Phase 2** consisting of the installation of approximately 38,500 LF of 24-inch water transmission main and 1,000 LF of road boring with 36-inch steel casing pipe, including all appurtenances as shown on the DRAWINGS and described in the SPECIFICATION.

**ARTICLE 3 – ENGINEER**

- 3.01 The part of the Project that pertains to the Work has been designed by Kentucky Engineering Group, PLLC.
- 3.02 The Owner has retained Kentucky Engineering Group, PLLC (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within 480 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.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any

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

1. Substantial Completion: Contractor shall pay Owner \$ 500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially completed.

## 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, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

## ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the TBD day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. 100 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 5 percent of Engineer’s estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.



### 6.03 *Final Payment*

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

## **ARTICLE 7 – INTEREST**

- 7.01 All amounts not paid when due shall bear interest at the rate of 3.5 percent per annum.

## **ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
  - E. 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.
  - F. 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.
  - G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  - H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  - I. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 11, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. Other bonds.
  - a.      (pages      to     , inclusive).

*NOTE(S) TO USER:*

*Such other bonds might include maintenance or warranty bonds intended to manage risk after completion of the Work.*

5. General Conditions (pages 1 to 73, inclusive).
  6. Supplementary Conditions (pages 1 to 8, inclusive).
  7. Specifications as listed in the table of contents of the Project Manual.
  8. Drawings (not attached but incorporated by reference) consisting of      sheets with each sheet bearing the following general title:                                      [or] the Drawings listed on the attached sheet index.
  9. Addenda (numbers 1, inclusive).
  10. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages      to     , inclusive).
  11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Change Orders
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 Terms

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

### 10.02 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without

limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

#### 10.03 *Successors and Assigns*

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

#### 10.04 *Severability*

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

#### 10.05 *Contractor's Certifications*

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

#### 10.06 *Other Provisions*

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

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

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

OWNER:

CONTRACTOR:

**North Nelson Water District**  
\_\_\_\_\_

\_\_\_\_\_

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

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

Title: **Chairman**  
\_\_\_\_\_

Title: **Owner**  
\_\_\_\_\_

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

Address for giving notices:

Address for giving notices:

**5555 Louisville Road**  
\_\_\_\_\_

\_\_\_\_\_

**Cox's Creek, KY 40013**  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

**NOTICE TO PROCEED**

---

Owner: **North Nelson Water District** Owner's Contract No.:

Contractor: Contractor's Project No.:

Engineer: **Kentucky Engineering Group, PLLC** Engineer's Project No.: **21027**

Project: **Nelson County Water Supply Project** Contract Name:

Effective Date of Contract:

---

**TO CONTRACTOR:**

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

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is \_\_\_\_\_, and the date of readiness for final payment is \_\_\_\_\_, **or** the number of days to achieve Substantial Completion is **480**.

Before starting any Work at the Site, Contractor must comply with the following:  
*[Note any access limitations, security procedures, or other restrictions]*

Call in for location of all existing utilities in work area.

---

Owner: **North Nelson Water District**

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

Title: **Chairman**

Date Issued: \_\_\_\_\_

Copy: Engineer

## SECTION 00600

### INSURANCE CERTIFICATE

Certificate of Insurance shall be provided in accordance with:

#### **OWNER'S MINIMUM INSURANCE REQUIREMENTS**

The Contractor at its expense shall procure and shall maintain the insurance required in this Contract and to be provided by the Contractor. The Contractor shall require each subcontractor to procure and maintain the insurance required by this Contract and to be provided by subcontractors. At a minimum, the following insurance

Limits shall be procured:

General Liability – Commercial General Liability

Limits of Insurance - \$2,000,000 general aggregate  
 \$2,000,000 products & completed operations aggregate  
 \$1,000,000 personal & advertising  
 \$1,000,000 each occurrence

Automobile Liability – All Owned, Non-owned & Hired vehicles

Limits of Liability - \$1,000,000 per accident

Excess or Umbrella Liability

Limits of Liability - \$2,000,000

Workmen's Compensation – Statutory Coverage in each state of operations or “all states” coverage

Limits of Liability - \$100,000 each accident bodily injury  
 \$500,000 policy limit bodily injury by disease  
 \$100,000 each employee bodily injury by disease

Description of Operations

North Nelson County Water District and Kentucky Engineering Groups, PLLC must be added to the Commercial General Liability policy as an additional insured by Standard Endorsements CG 2010(11-85) and CG 2037 or their equivalents.

All policies, except workers compensation, shall include a waiver of subrogation.

Certificate Holder

Must list: North Nelson Water District  
 5555 Louisville Road  
 Cox's Creek, Kentucky 40013

Cancellation

Thirty (30) days prior written notice is required.

Builders Risk/Installation Floater

May be required in an amount equal to the contract. If above ground structures are involved in the Contract, this is required.

END OF SECTION



### PERFORMANCE BOND

CONTRACTOR *(name and address):*

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

OWNER *(name and address):*

North Nelson Water District  
5555 Louisville Road  
Cox's Creek, Kentucky 40013

#### CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

#### BOND

Bond Number:

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

Amount:

Modifications to this Bond Form:  None  See Paragraph 16

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

#### CONTRACTOR AS PRINCIPAL

#### SURETY

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

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

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

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated



obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

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

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

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

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

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been

made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

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

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

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

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

16. Modifications to this Bond are as follows:

## PAYMENT BOND

CONTRACTOR *(name and address)*:

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

OWNER *(name and address)*

North Nelson Water District  
5555 Louisville Road  
Cox's Creek, Kentucky 40013

### CONSTRUCTION CONTRACT

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

### BOND

Bond Number:  
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:  
Amount:  
Modifications to this Bond Form:  None  See Paragraph 18

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

### CONTRACTOR AS PRINCIPAL

### SURETY

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

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

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

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 16. Definitions

- 16.1 **Claim:** A written statement by the Claimant including at a minimum:
1. The name of the Claimant;
  2. The name of the person for whom the labor was done, or materials or equipment furnished;
  3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
  4. A brief description of the labor, materials, or equipment furnished;
  5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

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

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

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

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

18. Modifications to this Bond are as follows:

PARTIAL PAYMENT ESTIMATE

Project Name: Project Name

KEG Project No. xxxxx

CONTRACT NO. X

PARTIAL PAYMENT ESTIMATE NO.: 1

PAGE 1 OF 2

DATE

OWNER: Name Address Address

CONTRACTOR: Name Address Address

PERIOD OF ESTIMATE

FROM: TO:

CONTRACT CHANGE ORDER SUMMARY

ESTIMATE

Table with columns: Agency Approval (No., Date), Amount (Additions, Deductions), TOTALS, NET CHANGE

Table with rows: 1. Original Contract, 2. Change Orders, 3. Revised Contract (1+2), 4. Work Completed \*, 5. Stored Materials \*, 6. Subtotal (4+5), 7. Retainage (5%)\*, 8. Previous Payments, 9. Amount Due (6-7-8)

CONTRACT TIME

Original (days) xx Revised Remaining

On Schedule Yes No

Starting Date November 15, 2015 Projected Completion January 14, 2016

CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents...

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

Resident Inspector:

Contractor: By: Date:

Engineer: Kentucky Engineering Group, PLLC By: Date:

APPROVED BY OWNER:

Owner: By: Date:

ACCEPTED BY AGENCY:

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

By: N/A Title: Date:



ORDER NO. **1**

DATE

STATE **Kentucky**

CONTRACT CHANGE ORDER

CONTRACT FOR:	<b>Project Name</b>	
		COUNTY
OWNER:	<b>Name</b>	

TO: **Name**  
**Address**  
**Address**

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE In Contract Price	INCREASE In Contract Price
<b>TOTALS</b>		
<b>NET CHANGE IN CONTRACT PRICE</b>		

JUSTIFICATION:

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

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

The Contract Period Provided for Completion Will Be **(Decreased)**:  
This document will become a supplement to the contract and all provisions will apply hereto.

Requested \_\_\_\_\_  
**Name** (Owner) \_\_\_\_\_ (Date)

Recommended \_\_\_\_\_  
(Owner's Architect/Engineer) \_\_\_\_\_ (Date)

**Kentucky Engineering Group, PLLC**

Accepted \_\_\_\_\_  
**Name** (Contractor) \_\_\_\_\_ (Date)

Approved by: **N/A** \_\_\_\_\_ (Date)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden or any other aspect of this collection of information, including suggestions for reducing this burden to U.S. Department of Agriculture, Clearance Officer, STOP 7602, 1400 Independence Avenue, S.W., Washington, D.C. 20250-7602. Please DO NOT RETURN this form to this address. Forward to the local USDA office only. You are not required to respond to this collection of information unless it displays a currently valid OMB control number.

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

Owner: North Nelson Water District	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer: Kentucky Engineering Group, PLLC	Engineer's Project No.: 21027
Project: Nelson County Water Supply Project	Contract Name:

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

- All Work  The following specified portions of the Work:

**Date of Substantial Completion**

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

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

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

Amendments to Owner's responsibilities:  None  
 As follows

Amendments to Contractor's responsibilities:  None  
 As follows:

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

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

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



# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## TABLE OF CONTENTS

	<b>Page</b>
Article 1 – Definitions and Terminology .....	8
1.01 Defined Terms .....	8
1.02 Terminology .....	12
Article 2 – Preliminary Matters .....	13
2.01 Delivery of Bonds and Evidence of Insurance .....	13
2.02 Copies of Documents .....	13
2.03 Before Starting Construction .....	13
2.04 Preconstruction Conference; Designation of Authorized Representatives .....	14
2.05 Initial Acceptance of Schedules .....	14
2.06 Electronic Transmittals.....	14
Article 3 – Documents: Intent, Requirements, Reuse .....	15
3.01 Intent.....	15
3.02 Reference Standards .....	15
3.03 Reporting and Resolving Discrepancies .....	16
3.04 Requirements of the Contract Documents .....	16
3.05 Reuse of Documents .....	17
Article 4 – Commencement and Progress of the Work .....	17
4.01 Commencement of Contract Times; Notice to Proceed .....	17
4.02 Starting the Work.....	17
4.03 Reference Points .....	17
4.04 Progress Schedule .....	18
4.05 Delays in Contractor’s Progress .....	18
Article 5 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions .....	19
5.01 Availability of Lands .....	19
5.02 Use of Site and Other Areas .....	19
5.03 Subsurface and Physical Conditions.....	20
5.04 Differing Subsurface or Physical Conditions .....	21
5.05 Underground Facilities .....	22

5.06	Hazardous Environmental Conditions at Site.....	24
Article 6 – Bonds and Insurance .....		26
6.01	Performance, Payment, and Other Bonds .....	26
6.02	Insurance—General Provisions .....	26
6.03	Contractor’s Insurance .....	28
6.04	Owner’s Liability Insurance .....	30
6.05	Property Insurance.....	30
6.06	Waiver of Rights .....	32
6.07	Receipt and Application of Property Insurance Proceeds .....	33
Article 7 – Contractor’s Responsibilities.....		33
7.01	Supervision and Superintendence .....	33
7.02	Labor; Working Hours .....	33
7.03	Services, Materials, and Equipment.....	34
7.04	“Or Equals” .....	34
7.05	Substitutes .....	35
7.06	Concerning Subcontractors, Suppliers, and Others .....	37
7.07	Patent Fees and Royalties .....	38
7.08	Permits .....	39
7.09	Taxes .....	39
7.10	Laws and Regulations.....	39
7.11	Record Documents.....	40
7.12	Safety and Protection.....	40
7.13	Safety Representative .....	41
7.14	Hazard Communication Programs .....	41
7.15	Emergencies .....	41
7.16	Shop Drawings, Samples, and Other Submittals.....	41
7.17	Contractor’s General Warranty and Guarantee.....	43
7.18	Indemnification .....	44
7.19	Delegation of Professional Design Services .....	45
Article 8 – Other Work at the Site .....		45
8.01	Other Work .....	45
8.02	Coordination .....	46
8.03	Legal Relationships.....	46

Article 9 – Owner’s Responsibilities .....	47
9.01 Communications to Contractor.....	47
9.02 Replacement of Engineer .....	48
9.03 Furnish Data .....	48
9.04 Pay When Due.....	48
9.05 Lands and Easements; Reports, Tests, and Drawings .....	48
9.06 Insurance.....	48
9.07 Change Orders.....	48
9.08 Inspections, Tests, and Approvals.....	48
9.09 Limitations on Owner’s Responsibilities .....	48
9.10 Undisclosed Hazardous Environmental Condition.....	48
9.11 Evidence of Financial Arrangements.....	48
9.12 Safety Programs .....	49
Article 10 – Engineer’s Status During Construction.....	49
10.01 Owner’s Representative.....	49
10.02 Visits to Site.....	49
10.03 Project Representative.....	49
10.04 Rejecting Defective Work.....	49
10.05 Shop Drawings, Change Orders and Payments.....	50
10.06 Determinations for Unit Price Work .....	50
10.07 Decisions on Requirements of Contract Documents and Acceptability of Work .....	50
10.08 Limitations on Engineer’s Authority and Responsibilities.....	50
10.09 Compliance with Safety Program.....	51
Article 11 – Amending the Contract Documents; Changes in the Work.....	51
11.01 Amending and Supplementing Contract Documents .....	51
11.02 Owner-Authorized Changes in the Work .....	51
11.03 Unauthorized Changes in the Work .....	52
11.04 Change of Contract Price .....	52
11.05 Change of Contract Times .....	53
11.06 Change Proposals.....	53
11.07 Execution of Change Orders.....	54
11.08 Notification to Surety.....	54
Article 12 – Claims.....	55

12.01	Claims .....	55
Article 13 –	Cost of the Work; Allowances; Unit Price Work .....	56
13.01	Cost of the Work .....	56
13.02	Allowances .....	58
13.03	Unit Price Work .....	59
Article 14 –	Tests and Inspections; Correction, Removal or Acceptance of Defective Work .....	59
14.01	Access to Work.....	59
14.02	Tests, Inspections, and Approvals.....	60
14.03	Defective Work.....	60
14.04	Acceptance of Defective Work.....	61
14.05	Uncovering Work .....	61
14.06	Owner May Stop the Work .....	62
14.07	Owner May Correct Defective Work.....	62
Article 15 –	Payments to Contractor; Set-Offs; Completion; Correction Period .....	63
15.01	Progress Payments .....	63
15.02	Contractor’s Warranty of Title .....	66
15.03	Substantial Completion .....	66
15.04	Partial Use or Occupancy .....	67
15.05	Final Inspection .....	67
15.06	Final Payment.....	67
15.07	Waiver of Claims .....	69
15.08	Correction Period .....	69
Article 16 –	Suspension of Work and Termination .....	70
16.01	Owner May Suspend Work .....	70
16.02	Owner May Terminate for Cause .....	70
16.03	Owner May Terminate For Convenience .....	71
16.04	Contractor May Stop Work or Terminate .....	71
Article 17 –	Final Resolution of Disputes .....	72
17.01	Methods and Procedures .....	72
Article 18 –	Miscellaneous .....	72
18.01	Giving Notice .....	72
18.02	Computation of Times.....	72
18.03	Cumulative Remedies .....	72

18.04	Limitation of Damages .....	73
18.05	No Waiver .....	73
18.06	Survival of Obligations .....	73
18.07	Controlling Law .....	73
18.08	Headings.....	73

## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

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

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

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

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



submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

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

result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

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

## 1.02 Terminology

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

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

## ARTICLE 2 – PRELIMINARY MATTERS

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

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

### 2.02 *Copies of Documents*

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

### 2.03 *Before Starting Construction*

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

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Initial Acceptance of Schedules*

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

2.06 *Electronic Transmittals*

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

- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

### **ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

#### **3.01 *Intent***

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

#### **3.02 *Reference Standards***

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

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies:*

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

#### B. *Resolving Discrepancies:*

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

### 3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract

Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

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

### 3.05 *Reuse of Documents*

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

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

### 4.01 *Commencement of Contract Times; Notice to Proceed*

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

### 4.02 *Starting the Work*

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

### 4.03 *Reference Points*

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

requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

#### 4.05 *Delays in Contractor's Progress*

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



that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

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

### *5.01 Availability of Lands*

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

### *5.02 Use of Site and Other Areas*

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

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise;

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

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

### 5.03 *Subsurface and Physical Conditions*

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

procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

#### 5.04 *Differing Subsurface or Physical Conditions*

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

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

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

decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
  - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
  - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
- a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
  - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
  - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

#### 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
  2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
    - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
    - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

- c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
  - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
  - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
    - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
    - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
    - d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

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

by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

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

Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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

## **ARTICLE 6 – BONDS AND INSURANCE**

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

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

### **6.02 *Insurance—General Provisions***

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or



authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

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

### 6.03 Contractor's Insurance

- A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
  2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
  3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
  4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
  2. claims for damages insured by reasonably available personal injury liability coverage.
  3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
    - a. Such insurance shall be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  3. Broad form property damage coverage.
  4. Severability of interest.
  5. Underground, explosion, and collapse coverage.
  6. Personal injury coverage.
  7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor’s pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor’s operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor’s commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor’s professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
  2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
  3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
  5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

#### 6.04 *Owner's Liability Insurance*

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

#### 6.05 *Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
  1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
  2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available

under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
  4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
  5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
  6. extend to cover damage or loss to insured property while in transit.
  7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
  8. allow for the waiver of the insurer's subrogation rights, as set forth below.
  9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
  10. not include a co-insurance clause.
  11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
  12. include performance/hot testing and start-up.
  13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will

provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

- E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

#### 6.06 *Waiver of Rights*

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

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

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

#### 6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

### **ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

#### 7.01 *Supervision and Superintendence*

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

#### 7.02 *Labor; Working Hours*

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

- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;



- 3) it has a proven record of performance and availability of responsive service; and
  - 4) it is not objectionable to Owner.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
  - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

#### 7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
  2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
  3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

- a. shall certify that the proposed substitute item will:
    - 1) perform adequately the functions and achieve the results called for by the general design,
    - 2) be similar in substance to that specified, and
    - 3) be suited to the same use as that specified.
  - b. will state:
    - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
    - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
    - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
  - c. will identify:
    - 1) all variations of the proposed substitute item from that specified, and
    - 2) available engineering, sales, maintenance, repair, and replacement services.
  - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

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

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
  - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
  - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

**7.07 Patent Fees and Royalties**

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

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

#### 7.08 *Permits*

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

#### 7.09 *Taxes*

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

#### 7.10 *Laws and Regulations*

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

### 7.11 *Record Documents*

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

### 7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of

Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

#### 7.13 *Safety Representative*

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

#### 7.14 *Hazard Communication Programs*

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

#### 7.15 *Emergencies*

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

#### 7.16 *Shop Drawings, Samples, and Other Submittals*

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

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
  - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
  - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
  - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
  3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
1. *Shop Drawings:*
    - a. Contractor shall submit the number of copies required in the Specifications.
    - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
  2. *Samples:*
    - a. Contractor shall submit the number of Samples required in the Specifications.
    - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
  3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
  2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.



3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
  4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
  5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
  6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
  7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
  8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.
- E. *Resubmittal Procedures:*
1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
  2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
  3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

#### 7.17 *Contractor's General Warranty and Guarantee*

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

- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  - 1. observations by Engineer;
  - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
  - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  - 4. use or occupancy of the Work or any part thereof by Owner;
  - 5. any review and approval of a Shop Drawing or Sample submittal;
  - 6. the issuance of a notice of acceptability by Engineer;
  - 7. any inspection, test, or approval by others; or
  - 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

#### 7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any

limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
  - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

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

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

### **ARTICLE 8 – OTHER WORK AT THE SITE**

#### 8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner

may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

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

#### 8.02 *Coordination*

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

#### 8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor

must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 9 – OWNER'S RESPONSIBILITIES**

### **9.01 *Communications to Contractor***

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

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

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

#### 9.12 *Safety Programs*

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

### **ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

#### 10.01 *Owner's Representative*

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

#### 10.02 *Visits to Site*

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

#### 10.03 *Project Representative*

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

#### 10.04 *Rejecting Defective Work*

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

10.05 *Shop Drawings, Change Orders and Payments*

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

10.06 *Determinations for Unit Price Work*

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

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

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

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.



#### 10.09 *Compliance with Safety Program*

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

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

#### 11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
  - 1. *Change Orders:*
    - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
    - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
  - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
  - 3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change

involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.03 *Unauthorized Changes in the Work*

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

#### 11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
  - 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
  - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
  - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
  - 1. a mutually acceptable fixed fee; or
  - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
    - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and

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

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

#### 11.05 *Change of Contract Times*

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

#### 11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
  - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
  - 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole,

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

3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

#### 11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

#### 11.08 *Notification to Surety*

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

## ARTICLE 12 – CLAIMS

### 12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
  3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
  2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
  3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction,

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

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

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

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

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
  2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

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

- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
  2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
  3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
  4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
  5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.



- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### 13.03 *Unit Price Work*

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

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

#### 14.01 *Access to Work*

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

#### 14.02 *Tests, Inspections, and Approvals*

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

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

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.

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

#### 14.04 *Acceptance of Defective Work*

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

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

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

#### 14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

### 15.01 *Progress Payments*

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

Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

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

D. *Payment Becomes Due:*

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

E. *Reductions in Payment by Owner:*

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

imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

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

#### 15.02 *Contractor's Warranty of Title*

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

#### 15.03 *Substantial Completion*

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



may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

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

#### 15.04 *Partial Use or Occupancy*

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

#### 15.05 *Final Inspection*

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

#### 15.06 *Final Payment*

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

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

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

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

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

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

**D. *Payment Becomes Due:*** Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer

(less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

#### 15.07 *Waiver of Claims*

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

#### 15.08 *Correction Period*

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

respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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

## **ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION**

### **16.01 *Owner May Suspend Work***

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

### **16.02 *Owner May Terminate for Cause***

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

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

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

#### 16.03 *Owner May Terminate For Convenience*

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

#### 16.04 *Contractor May Stop Work or Terminate*

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

Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## **ARTICLE 17 – FINAL RESOLUTION OF DISPUTES**

### **17.01 *Methods and Procedures***

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

## **ARTICLE 18 – MISCELLANEOUS**

### **18.01 *Giving Notice***

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

### **18.02 *Computation of Times***

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

### **18.03 *Cumulative Remedies***

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of

them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Headings*

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

## KEG SUPPLEMENTAL GENERAL CONDITIONS TO EJCDC GENERAL CONDITIONS

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

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

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

### SGC-1.01.

Add the following new Paragraph after Paragraph 1.01.A.48:

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

### SGC-2.02

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

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

### SGC-4.01

Delete the following sentence from Paragraph 4.01A:

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

### SGC 4.05.C.2

Add the following:

If the Contractor and the Owner cannot agree upon an equitable adjustment in the Contract Times, delays shall be determined as follows:

- a. Contractor shall obtain weather history for the most recent five (5) years (minimum)



preceding the Bid date. Weather history shall be obtained from the National Oceanic & Atmospheric Administration (NOAA) or other source approved by the Engineer. Historical weather shall be based on data from the weather reporting station closest to the project site.

- b For delays to be considered that are associated with an abnormal amount of rain, the Contractor shall use the weather history to calculate an average number of days that rainfall exceeded 0.1-inches for the period (month, quarter, year, etc.) in question. The average value calculated shall be rounded up to the next full day. A time extension may be considered equal to the number of days, above the calculated average, that the period in question experienced rainfall in excess of 0.1-inches. A Contract Time extension will not be considered for rain amounts less than 0.1-inches.
- c For daily rain amounts in excess of 1-inch, a time extension of one day beyond the number of days calculated as described above may be considered.
- d For delays associated with other abnormal weather events, the weather history shall be used to calculate an average number of days for the type of weather considered to be the cause of a delay. (Calculation of the average number of days shall be as described above.) Where the Contractor can demonstrate that the abnormal weather event has impaired his ability to perform work, beyond the day of the abnormal event, to perform site maintenance as necessary to restore the site to a workable condition may be considered.
- e In order for the contractor to claim delay due to abnormal weather; the Contractor must have worked on both the preceding and following normal work days.

### **SGC-5.03**

#### **Add the following new paragraph after Paragraph 5.03B:**

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

### **SGC-5.06**

#### **Add the following new paragraph immediately after Paragraph 5.06.A.2:**

- 3. If any Hazardous Conditions were reported, said report will be included as an Appendix.

### **SGC-6.03**

#### **Add the following paragraphs after Paragraph 6.03.J:**

K. The insurance required by this Paragraph shall include specific coverage and be written for not less than the limits of liability and coverages tabulated in the prototype Certificate of Insurance included as Section 00600, or as required by law, whichever is greater.

**SGC-7.06**

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

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

**SGC-10.03.A.**

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

**SGC-15.01**

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

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

Amend Paragraph 15.01.D.1 by removing "Ten Days" and inserting "Thirty Days"

**SGC-15.02**

Amend Paragraph 15.02.A by striking out the following text: "no later than seven days after the time of payment by Owner" and inserting "no later than the time of payment by the Owner.":

**ATTACHMENT****DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE****1.01 PROJECT REPRESENTATIVE**

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

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

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

**1.02 GENERAL**

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

**1.03 DUTIES AND RESPONSIBILITIES OF RPR**

- A. Conference and Meetings: Attend meetings with Contractor such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and see that copies of minutes are appropriately distributed.
- B. Liaison:
  - 1. Serve as Engineer's liaison with Contractor working principally through Contractor's superintendent and assist in understanding the intent of the

- Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
2. Assist in obtaining from Owner additional details or information when required for proper execution of the Work.
- C. Shop Drawings and Samples:
1. Maintain file of Shop Drawings.
  2. Advise Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Engineer.
- D. Review of Work, Rejection of Defective Work, Inspections and Tests:
1. Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  2. Report to Engineer whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing inspection or approval.
  3. Verify that tests equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owners's personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
  4. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.
- E. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
- F. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Engineer. Transmit to Contractor decisions as issued by Engineer.
- G. Records:
1. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract

Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

2. Keep daily reports and a log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders, or change conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
3. Record names, addresses and telephone numbers of all Contractor's, subcontractors and major suppliers of materials and equipment.

H. Reports:

1. Furnish Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule.
2. Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
3. Report immediately to Engineer and Owner upon the occurrence of any accident.
4. Maintain file of Daily Reports of the job progress and conditions.

I. Payment Request: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the Work.

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

K. Completion:

1. Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction. Participate in Engineer's determination of Substantial Completion.
2. Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.

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

#### **1.04 LIMITATIONS OF AUTHORITY**

##### **Resident Project Representative:**

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by Engineer.
- B. Shall not exceed limitations of Engineer's authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of Contractor, subcontractors, suppliers or Contractor's superintendent.
- D. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such directions are specifically required by the Contract Documents.
- E. Shall not advise on, or issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
- F. Shall not authorize Owner to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.
- H. Shall not authorize the Owner to occupy the Project in whole or in part.

**SECTION 01010****SUMMARY OF WORK****PART 1 - GENERAL****1.01 WORK INCLUDED**

- A. The contract shall include but not be limited to the work described in these specifications.
  - B. Project Identification: **Nelson County Water Supply Project Phase 2** for the North Nelson Water District.
  - C. Engineer: Kentucky Engineering Group, PLLC. Versailles Kentucky
  - D. The project includes the installing of approximately 38,500 LF of 24-inch ductile iron water main.
  - E. The Contractor shall include all materials, labor and equipment necessary to complete all site work. The contract Documents are intended to provide the basis for completion of the work suitable for the intended use of the Owner. Anything not expressly set forth, but which is reasonably implied or necessary for proper performance of the Project shall be included.
  - F. All work shall be in accordance with these Specifications and include all work necessary for a finished product.
  - G. All excavation is bid unclassified.
  - H. Continuous operations: The existing system must be maintained in continuous operation in such a manner that it meets all local, state, and federal requirements. The contractor is responsible not to deactivate, demolish, or interfere with any system component required for the continuous operation until a new or temporary permanent-like system has been installed and is operational. The Contractor is responsible for payment of all fines resulting from any action or inaction on his part or the part of his subcontractors during performance of the Work that causes the facility/facilities to operate in an illegal manner or fail to operate in a legal manner.
- Use of Site: Limit use of site to public right-of-way. Do not disturb portions of project site beyond areas in which the Work is indicated.
- 1. Limits: Confine constructions operations to public right-of-way.
  - 2. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

Not used.

- END OF SECTION -

**SECTION 01015****WORK SEQUENCE****PART 1 - GENERAL****1.01 WORK INCLUDED**

The Contractor shall submit to the Engineer for review and acceptance a complete schedule of his proposed sequence of construction operations prior to commencement of work. However, the Engineer shall not accept a construction schedule that fails to utilize the entire time allocated for the construction of this project. This schedule requirement in no way prevents the Contractor from completing the project in a shorter time frame than scheduled. The construction schedule shall be submitted and approved by the Owner prior to the submittal of the first partial payment request. A revised construction schedule shall be submitted with every subsequent partial payment request. This revised schedule must be approved by the Owner prior to payment. The contractor shall use the following sequence of construction while working on this project.

1. Locate all existing water mains and existing valves, sewer mains, gas mains and any other existing utilities in the area.
2. Notify the OWNER a minimum of 48 hours prior to connecting into any existing line
3. Contractor must maintain continuous service during construction.
4. Contractor is responsible for any repairs to the existing utilities and/or property during construction.
5. Contractor shall keep cleanup current during construction.

**1.02 RELATED WORK**

- A. Section 01010 - Summary of Work.

**1.03 ADDITIONAL INFORMATION**

Any delays caused by the Contractor shall be at his expense and at no cost to the Owner or Engineer.

- END OF SECTION -



**SECTION 01016****OCCUPANCY****PART 1 - GENERAL****1.01 WORK INCLUDED**

- A. The Contractor shall be aware that after each major portion of the project is completed, the Contractor shall notify the Engineer that those specific operations are complete and prior to replacing that portion of the work into service shall request an interim inspection of the work to be returned to or placed into service.
- B. The interim inspection requested by the Contractor shall not preclude or supersede the final inspection of the project or reduce the Contractor's responsibility for the completed portion prior to final acceptance of the work by the Owner.
- C. The Contractor shall provide all necessary temporary controls and other items required for operation of all work placed into service prior to final acceptance as required. At such time as new controls, etc. are complete and functioning, the Contractor shall remove all temporary installed items.

- END OF SECTION -

**SECTION 01025****MEASUREMENT AND PAYMENT****PART 1 - GENERAL****1.01 WORK INCLUDED**

The Contractor shall furnish all necessary labor, machinery, tools, apparatus, equipment, materials, equipment, service, other necessary supplies and perform all work, including all excavation, backfilling, & cleanup (without additional compensation, except where specifically set out in these specifications) at the unit or lump sum prices for the following items.

**1.02 PROGRESS AND PAYMENTS SCHEDULES**

A. Within ten (10) days after the date of formal execution of the AGREEMENT, the Contractor shall prepare and submit to the Engineer, for approval, a construction schedule which depicts the Contractor's plan for completing the contract requirements and show work placement in dollars versus contract time. The Contractor's construction schedule must be approved by the Engineer before any payments will be made on this contract.

B. Within ten (10) days after the date of formal execution of the CONTRACT AGREEMENT, the Contractor shall prepare and submit to the Engineer, for approval, a periodic estimate which depicts the Contractor's cost for completing the contract requirements and show by major unit of the project work, the Contractor's dollar value for the material and the labor (two separate amounts) to be used as a basis for the periodic payments. The Contractor's periodic estimate must be approved by the Engineer before any payments will be made on this contract.

C. The Engineer's decision as to sufficiency and completeness of the Contractor's construction schedule and periodic estimate will be final.

D. The Contractor must make current, to the satisfaction of the Engineer, the construction schedule and periodic estimate each time he requests a payment on this contract.

E. The Contractor's construction schedule and periodic estimate must be maintained at the construction site available for inspection and shall be revised to incorporate approved change orders as they occur.

F. When the Contractor requests a payment on this contract, it must be on the approved periodic estimate and be current. Further, the current periodic estimate and construction schedule (both updated and revised) shall be submitted for review and approval by the Engineer before monthly payments will be made by the Owner. The Contractor shall submit six (6) current copies of each (periodic estimate and construction schedule) when requesting payment.

**1.03 CONDITIONS FOR PAYMENT**

A. The Owner will make payments for acceptable work in place and materials properly stored on-site. The value of payment shall be as established on the approved construction schedule and periodic estimate, EXCEPT the Owner will retain five percent (5%) of the work in place and a percentage as hereinafter listed for items properly stored or untested.

B. No payment will be made for stored materials unless a proper invoice form the supplier is attached to the pay request. Further, no item whose value is less than \$1,000 will be considered as stored materials for pay purposes.

C. Payment for stored materials that are submitted with each monthly pay request will require documentation from the material supplier indicating that those items have been paid. Proof of payment for stored materials shall be in the form of "paid invoice" receipts or cancelled checks. Failure to provide adequate documentation will result in delays in processing subsequent pay requests.

D. Payment for pipeline items shall be limited to eighty percent (80%) of the bid price until the pipeline items have been tested and clean up has been completed and accepted by the Engineer.

E. Payment for equipment items shall be limited to eighty-five percent (85%) of their scheduled value (materials portion only) until they are set in place. Eighty-five percent (85%) for stored materials and equipment shall be contingent on proper on-site storage as recommended by the manufacturer or required by the Engineer.

F. Payment for equipment items set in place shall be limited to ninety percent (90%) of their scheduled value until they are ready for operation and have been certified by the manufacturer. Ninety percent (90%) payment for installed equipment shall be contingent on proper routine maintenance of the equipment in accordance with the manufacturer's recommendations.

G. Payment for equipment items set in place and ready for operation shall be limited to ninety-five percent (95%) of their scheduled value until all acceptance tests have been completed and the required manufacturer's pre-startup operator's training has been completed.

H. Payment for the labor portion of equipment items will be subject only to the degree of completeness and the appropriate retainage.

I. The retainage shall be an amount equal to 5% of said estimate. The retainage on the equipment items shall be 5% as defined hereinbefore.

J. If at any time thereafter when the progress of the WORK is not satisfactory or determine that the Contractor is not making satisfactory progress, additional amounts may be retained.

K. Payment for all iron and steel related items shall not be made until the American Iron and Steel (AIS) Certificates have been provided. The certificates would preferably be included as part of the shop drawing submittals.

#### **1.04 DETERMINATION OF THE VALUE OF EXTRA (ADDITIONAL) OR OMITTED WORK**

A. The value of extra (additional) or omitted work shall be determined in one or more of the following ways:

1. On the basis of the actual cost of all the items of labor (including on-the-job supervision), materials and use of equipment, plus a maximum 20% for added work or a minimum 20% for deleted work which shall cover the Contractor's general supervision, overhead and profit. In case of subcontracts, the sum of total overhead amounts of the subcontractors and Contractor, plus total profit amounts for the subcontracts and Contractor shall not exceed 25% of the cost. Subcontractors shall be limited to 15% and Contractors shall be limited to 10% for combined overhead and profit. The cost of labor shall include required insurance, taxes and fringe benefits.

Contractor to provide detailed breakdown of all cost as justification of change in work. Equipment costs shall be based on current rental rates in the areas where the work is being performed, but in no case shall such costs be greater than the current rates published by the Associated Equipment Distributors, Chicago, Illinois.

2. By estimate and acceptance in a lump sum.
3. By unit prices named in the Contract or subsequently agreed upon.

B. Provided, however, that the cost or estimated cost of all extra (additional) work shall be determined in advance of authorization by the Engineer and approved by the Owner.

C. All extra (additional) work shall be executed under the conditions of the original Contract. Any claim for extension of time shall be adjusted according to the proportionate increase or decrease in the final total cost of the work unless negotiated on another basis.

D. Except for over-runs in contract unit price items, no extra (additional) work shall be done except upon a written change Order from the Engineer, and no claim on the part of the Contractor for pay for extra (additional) work shall be recognized unless so ordered in writing by the Engineer.

E. Change Orders to the construction contract must comply with DOW Procurement Guidance for Construction and Equipment Contracts. Contract requires cost, pricing, and certification for change orders exceeding \$25,000 as required by DOW Procurement Guidance for Construction and Equipment Contracts.

## **PART 2 – PRODUCTS**

### **2.01 WATER MAIN (BID ITEM 1, 2 AND A-1, A-2)**

A. Payment for installing the water main shall be made at the contract unit price per linear foot, complete in place, which shall include compensation for furnishing pipe, trenching (including rock excavation), earth or Class I material bedding, polyethylene wrapping, thrust blocking, fittings, valves, marking tape, tracer wire with waterproof connectors, ductile iron and nitrile gaskets when within 200 LF of a fuel tank/container, disinfecting, pigging of the water main, cathodic protection when required, clean up and restoration of all disturbed areas, including seeding and mulching as required, testing and all appurtenances required. The quantity of water mains to be paid for shall be the length of the completed line as measured along its centerline without any deduction for lengths of fittings, valves or other appurtenances.

C. Payment for this item shall include the disposal of unused excavated material.

D. Payment for this item shall include locating existing water main ahead of (approximately 100' intervals) the new water main installation when running parallel.

E. The temporary removal and re-setting of fences, mailboxes and landscaping shall be incidental to laying the water main. There will be no additional compensation for this work.

F. Contractor shall include in their price any costs associated with providing traffic control as detailed in the specifications as part of the water main installation unit price.

G. Payment for this item shall include Completion Testing of the tracer wire. Verify tracer wire installation by using low frequency (512 Hz or similar) line locating equipment. Verification shall be witnessed by the utility or their designated representative. Verify tracer wire installation upon completion of rough grading

and again prior to final acceptance of project. Continuity testing of the tracer wire system in lieu of using locating equipment shall not be accepted.

H. No separate payment will be made for double polyethylene wrap. Include cost of double polyethylene wrapping of the pipe in the unit price for pipes and fittings to be wrapped.

I. If 20" Class 250 Ductile Iron Pipe is Selected by North Nelson Water District, the plan profile shall be adjusted accordingly, and Restraint Joint piping adjusted as indicated by the table below.

J. Restrained joint ductile iron water main required by the plans or specifications shall be TR Flex® or Flex-Ring Joint® with mega lug restraints in all fittings and valves and shall be included in this pay item.

K. See table below for Restraint Joint piping needed for each size pipe.

<b>NORTH NELSON WATER SUPPLY PROJECT</b>	
<b>RESTRAINT JOINT CALCULATIONS</b>	
<b>SOIL DESIGNATION</b>	<b>CLASS 2</b>
<b>LAYING CONDITION</b>	<b>TYPE II</b>
<b>DESIGN PRESSURE</b>	<b>150 P.S.I.</b>
<b>20-INCH</b>	<b>24-INCH</b>
<b>90° BEND 130' EACH SIDE</b>	<b>90° BEND 150' EACH SIDE</b>
<b>45° BEND 50' EACH SIDE</b>	<b>45° BEND 60' EACH SIDE</b>
<b>22 ½° BEND 25' EACH SIDE</b>	<b>22 ½° BEND 30' EACH SIDE</b>
<b>11¼° BEND 15' EACH SIDE</b>	<b>11¼° BEND 15' EACH SIDE</b>

## **2.02 GATE VALVES AND BOXES 20"/24" DUCTILE IRON WATER MAIN (BID ITEM 3 AND A-3)**

A. Payment for furnishing and installing gate valves shall include a 2.5" bypass line w/valve box and lid, main valve box and lid in water mains shall be made at the contract unit price each, complete in place, which shall include compensation for furnishing, hauling, trenching (including rock excavation), bedding, laying, jointing, thrust blocking, concrete pad, reinforcing steel for anchoring gate valves, double polyethylene wrap of valve, backfilling and all other labor and materials necessary for a complete installation

B. Mega Lug restraints as required by the plans and specifications on each side of the valves shall be incidental to the installation of the valves.

## **2.03 ROADWAY BORES WITH STEEL CASING PIPE (BID ITEM 4 AND A-4)**

A. Payment for water mains crossing the highway, roadway or other areas shown on the plans shall include the respective encasement pipe and will be paid for at the contract unit price per linear foot of encasement pipe for the various sizes and types. This work shall include the encasement pipe, complete in place with fittings, thrust blocking, spacers, tracer wire, end seals, skids, proper backfill and all items necessary for its construction and installation. Carrier pipe shall be paid separately under item 2.01.

B. No payment shall be made for failed bore paths or incomplete installations.

C. Restrained joint piping as required by the plans and specifications shall be incidental to the installation of the carrier pipe.

**2.04 PVC CASING - OPEN CUT (BID ITEM 5 AND A-5)**

A. Payment for PVC casing crossing county roads, streets, sewer mains or force mains and creeks or ditches or other areas shown on the plans shall include the respective encasement pipe open cut and will be paid for at the contract unit price per linear foot of encasement pipe for the various sizes and types. This work shall include all the excavation, backfill, fittings, end seals and all items necessary for its construction and installation. Carrier pipe shall be paid separately under item 2.01.

B. Restrained joint piping as required by the plans and specifications shall be incidental to the installation of the carrier pipe.

**2.05 FLUSHING HYDRANT ASSEMBLY (BID ITEM 6 AND A-6)**

A. Payment for flushing assemblies shall be made at the unit price, complete in place, which shall include all piping, fittings, gate valve and valve box and cover, spool pieces, anchor tee and spool piece, drainage bed, wrenches, barrel extensions, reinforcing steel for anchoring, double polyethylene wrap backfill, pavement excavation and replacement, sidewalk replacement, curb and gutter replacement, ground restoration (seeding and mulching) and all other materials and labor necessary to complete the installation.

B. Hydrants shall be flush with the ground as shown on Standard Details. Proper barrel heights shall be used to accomplish allowable height above surface.

**2.06 MANWAY ACCESS VAULT (BID ITEM 7 AND A-7)**

A. Payment for furnishing and installing tees, spool pieces and gate valve, 4-foot diameter manhole and lids in water mains shall be made at the contract unit price each, complete in place, which shall include compensation for furnishing, hauling, trenching (including rock excavation), bedding, laying, jointing, reinforcing steel for anchoring, double polyethylene wrap of fittings, backfilling and all other labor and materials necessary for a complete installation.

**2.07 WET TAP CONNECTION W/TAPPING SLEEVE AND VALVE CONNECTION (BID ITEM 9, 10 AND A-9, A-10)**

A. Payment for tapping sleeves and valves shall be made at the contract unit price each, complete in place including all materials and labor necessary for making a connection to the existing water main as shown on the plans. Payment will be made per connection and will include but not limited to, mechanical joint fittings, tapping valve, stainless steel tapping sleeve, reinforcing steel for anchoring, double polyethylene wrap.

B. Contractor shall use Class 250 ductile iron for 12-inch piping as needed for each tie-in.

**2.08 CONNECTION TO EXISTING WATER MAIN (BID ITEM 8, 11 AND A-8, A-11)**

A. Payment for connecting to an existing water main at the location listed shall include all materials and labor necessary for making a connection to the existing water main as shown on the plans. Payment will be made per connection and will include main line tee, 12-inch gate valve & box, Mega Lug restraints, thrust blocks, fittings, reinforcing steel for anchoring, double polyethylene wrap.

B. Contractor shall use Class 250 ductile iron for 12-inch piping as needed for each tie-in and is not a separate pay item.

**PART 3 - EXECUTION****3.01 PAY ITEMS**

A. The pay items listed herein before refer to the items listed in the Bid Schedule and cover all of the pay items under the base bid for this contract.

B. Any and all other items of work listed in the specifications or shown on the Contract Drawings for this contract shall be considered incidental to and included in those pay items.

**3.02 QUANTITIES OF ESTIMATE**

A. Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents, including the Bid Proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this Contract, and such increase or diminution shall not give cause for claims or liability for damages. The Engineer will not be financially responsible for any omissions from the Contract Documents and therefore not included by the Contractor in his proposal.

B. Aerial photographs utilized for plan sheets in the Contract Documents are indicated at an approximate scale and shall not be scaled for quantity take-offs. The pipeline quantities listed in the Bid Schedule are given for use in comparing bids and may not be the actual quantities to be installed. It is the Contractor's responsibility to field verify the length and quantities of pipeline to be installed prior to the ordering of materials. Payment on unit price contracts are based on actual quantities installed. The Owner or Engineer will not be financially responsible for any shortage of pipe or overrun of pipe ordered for the pipeline quantities.

C. The actual quantities of all materials to be used for this project shall be field verified prior to the Contractor ordering the necessary materials. The quantity listed in the bid schedule is given for use in comparing bids and may increase or diminish as may be deemed necessary or as directed by the Owner. Any such increase or diminution shall not give cause for claims or liability for damages. The Engineer or Owner will not be financially responsible for any charges incurred for restocking of materials ordered.

- END OF SECTION -

**SECTION 01030****LABOR PROVISIONS****PART 1 - GENERAL****1.01 WORK INCLUDED**

- A. The Contractor shall conform to all provisions of the Kentucky Department of Labor relative to minimum wages and hours as they may apply to the work to be accomplished under these specifications.
- B. In addition to the above, certain Federal laws and regulations shall govern the work and shall supplement or supplant the Kentucky Department of Labor, as the case may be.

**1.02 RELATED SECTIONS**

- A. Section 3 - Part 1 Hours and Wages

**1.03 WAGE RATES**

**Federal prevailing wage rates does not apply to this job.**

**1.04 LABOR PREFERENCE**

Where feasible, the Contractor will utilize local labor.

**1.05 HOURS OF WORK**

- A. Hours of work shall be as set out in Kentucky Department of Labor; that is, not more than eight (8) hours in one calendar day, nor more than forty (40) hours in one week, except in case of emergency caused by fire, flood or damage to life and property.
- B. Any laborer, workman, mechanic, helper, assistant or apprentice working in excess of forty (40) hours per week, except in case of emergency, shall be paid not less than 1-1/2 times the wage rate. Whenever overtime work is scheduled, the Contractor shall give prior notice to the Owner.

**1.06 OVERTIME WORK**

- A. Any overtime work (greater than 40 hours in one week) that requires owner representation to be on site shall require the Contractor to reimburse the Owner for additional resident inspection costs at an hourly rate of \$65.00 per hour.

- END OF SECTION -



**SECTION 01040****COORDINATION****PART 1 - GENERAL****1.01 COORDINATION OF THE WORK**

The Contractor shall coordinate the work of all the crafts, trades and subcontractors engaged on the Work, and he shall have final responsibility as regards the schedule, workmanship and completeness of each and all parts of the Work.

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

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

Each subcontractor is expected to be familiar with the General Requirements and all sections of the Detailed Specifications for all other trades and to study all Drawings applicable to his work to the end that complete coordination between trades will be affected. Each Contractor shall consult with the Engineer if conflicts exist on the Drawings.

The Contractor shall conduct testing of water lines in a timely manner. The Contractor shall make provisions to test all water lines regardless of whether or not planned pump stations have been delivered and/or installed.

- END OF SECTION -

**SECTION 01200****SUBSTITUTIONS****PART 1 - GENERAL**

- A. If the CONTRACTOR wishes to furnish or use a substitute item of material or equipment or construction method he shall make written application to the Contracting Officer within thirty (30) days after execution of the Contract, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same functions as that specified. Requests for review of substitute items of material and equipment will not be accepted by the ENGINEER from anyone other than CONTRACTOR.
- B. In making request for substitution, CONTRACTOR represents:
1. He has personally investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
  2. He will provide the same or better guarantee for substitution as for product or method specified.
  3. He will coordinate installation of accepted substitution into work, making such changes as required in all respects.
  4. He waives all claims for additional costs related to substitution that consequently become apparent.
  5. Cost data is complete and includes all related costs under this Contract.

**1.01 SUBMITTALS**

- A. The CONTRACTOR shall submit six (6) copies of requests for substitution. Include in request the following:
1. Complete data substantiating compliance of proposed substitution with Contract Documents.
  2. Indication whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.
  3. For Products:
    - a. Product identification, including manufacturer's name and address.
    - b. Manufacturer's literature with product description, performance and test data, and reference standards.
    - c. Samples.
    - d. Name and address of similar projects on which product was used, data of installation, and product performance and maintenance records.
  4. For Construction Methods:
    - a. Detailed description of proposed method.
    - b. Drawings illustrating methods.

5. Itemized comparison of proposed substitution with product or method specified.
  6. Data relating to changes in construction schedule.
  7. Relation to separate contracts, if any.
  8. Accurate cost data on proposed substitution in comparison with product or method specified.
- D. Substitutions will not be accepted if:
1. They are only shown or implied on Shop Drawings.
  2. Acceptance will require substantial revision of Contract Documents.
  3. Substitutions would change design concepts or Specifications.
  4. Substitutions would delay completion of the Work.
  5. Substitutions involve items for which a manufacturer was declared at time of bidding.
- E. The ENGINEER will determine whether substitute brands or products are equal to those specified in the Contract Documents. No substitute will be ordered or installed without the ENGINEER's prior written acceptance.
- F. The OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.
- G. If the ENGINEER determines that a substitute is not equal to that named in the Specifications, the CONTRACTOR shall furnish one of the brands or products specified, at no additional cost to the OWNER.
- H. The time required by the ENGINEER to evaluate and either accept or reject proposed substitutes is included in the Contract Time and no extension of the Contract Time shall be allowed therefore.

## **1.02 ENGINEERING COSTS**

- A. The ENGINEER will record all time required in evaluating substitutions proposed by CONTRACTOR and in making any change in the Drawings or Specifications occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute, the CONTRACTOR will reimburse the OWNER for the actual costs of the ENGINEER for evaluating any proposed substitute which either does not meet the requirements of the Drawings and Specifications, or the acceptance of which would require changes to other portions of the work.
- B. CONTRACTOR shall reimburse OWNER for all associated engineering costs, including redesign, additional shop drawing reviews, investigations, consultant fees and revision of the Contract Documents required because of the substitution.

- END OF SECTION -

## SECTION 01252

### WEATHER DELAYS

#### PART 1 - GENERAL

##### 1.01 EXTENSIONS OF CONTRACT TIME

If the basis exists for an extension of time in accordance with the General Conditions, EJCDC C-700 Paragraph 4.05.C, an extension of time on the basis of weather may be granted only for the number of Weather Delay Days in excess of the number of days listed as the Standard Baseline for that month.

##### 1.02 STANDARD BASELINE FOR AVERAGE CLIMATIC RANGE

The Owner/Engineer's has reviewed weather data available from the National Oceanic and Atmospheric Administration and determined a Standard Baseline of average climatic range for the State of Kentucky.

Standard Baseline shall be regarded as the normal and anticipatable number of calendar days for each month during which construction activity shall be expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number of days each month as listed in the Standard Baseline is included in the Work and is not eligible for extension of Contract Time.

If, in the Owner/Engineer's opinion, sustained bad weather conditions prevent satisfactory performance of the work, he may suspend operations for an executed period until weather conditions are favorable. In this event, contract completion time shall be extended an equal number of days. Upon suspension of the work by the Owner/Engineer, the CONTRACTOR shall properly protect his work during the suspension period.

The Contract completion time of average number of inclement weather days as follows:

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
Precipitation	7	7	9	8	8	8	8	7	6	5	6	7	86
Freez. Temp.	10	6	1	0	0	0	0	0	0	0	1	5	23
Total	17	13	10	8	8	8	8	7	6	5	7	12	109

##### 1.03 ADVERSE WEATHER AND WEATHER DELAY DAYS

Adverse Weather is defined as the occurrence of one or more of the following conditions which prevents exterior construction activity or access to the site within twenty-four (24) hours:

- A. Precipitation (rain, snow, or ice) in excess of one-tenth inch (0.10") liquid measure
- B. Temperatures which do not rise above 32 degrees F by 10:00 a.m.
- C. Temperatures which do not rise above that specified for the day's construction activity by 10:00 a.m., if any is specified
- D. Sustained wind in excess of twenty-five (25)m.p.h.
- E. Standing snow in excess of one inch(1.00")

Adverse Weather may include, if appropriate, "dry-out" or "mud" days:

- A. For rain days above the standard baseline; Only if there is a hindrance to site access or sitework, such as excavation, backfill, and footings; and, at a rate no greater than 1 make-up day for each day or consecutive days of rain beyond the standard baseline that total 1.0 inch or

more, liquid measure, unless specifically recommended otherwise by the OWNER/ENGINEER.

A Weather Delay Day may be counted if adverse weather prevents work on the project for fifty percent (50%) or more of the contractor's scheduled work day, including a weekend day or holiday if Contractor has scheduled construction activity that day.

#### **1.04 DOCUMENTATION**

Once the project begins, weather information should be recorded daily on the jobsite daily reports. Any adverse weather, including temperature, wind, rain, etc., should be noted. In addition, notes should be included if the weather event is adversely affecting a specific trade or sequence of work. Adverse weather affects shall also be included in the monthly progress report so all parties to the construction process will be aware of any delays the weather has caused

- END OF SECTION -

**SECTION 01300****SUBMITTALS****PART 1 - GENERAL****1.01 WORK INCLUDED**

Shop drawings, descriptive literature, project data and samples (when samples are specifically requested) for all manufactured or fabricated items shall be submitted by the Contractor to the Engineer for examination and review in the form and in the manner required by the Engineer. All SUBMITTALS shall be furnished in at least six (6) copies and shall be checked, reviewed and signed by the Contractor before submission to the Engineer. The review of the Drawings by the Engineer shall not be construed as a complete check but only for conformance with the design concept of the Project and for compliance with information given in the Contract Documents. Review of such drawings will not relieve the Contractor of the responsibility for any errors that may exist, as the Contractor shall be responsible for the dimensions and design of adequate connections, details, and satisfactory construction of all work.

**1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE**

- A. General Provision.
- B. Section 01720 - Project Record Documents (As-Built).

**1.03 DEFINITIONS**

The term "submittals" shall mean shop drawings, manufacturer's drawings, catalog sheets, brochures, descriptive literature, diagrams, schedules, calculations, material lists, performance charts, test reports, office and field samples, and items of similar nature which are normally submitted for the Engineer's review for conformance with the design concept and compliance with the Contract Documents.

**1.04 GENERAL CONDITIONS**

- A. Review by the Engineer of shop drawings or SUBMITTALS of material and equipment shall not relieve the Contractor from the responsibilities of furnishing same of proper dimension, size, quality, quantity, materials and all performance characteristics to efficiently perform the requirements and intent of the Contract Documents. Review shall not relieve the Contractor from responsibility for errors of any kind on the shop drawings. Review is intended only to assure conformance with the design concept of the Project and compliance with the information given in the Contract Documents.
- B. Review of shop drawings shall not be construed as releasing the Contractor from the responsibility of complying with the Specifications.

**1.05 GENERAL REQUIREMENTS FOR SUBMITTALS**

- A. Shop Drawings:
  - 1. Shop drawings shall be prepared by a qualified detailer. Details shall be identified by reference to sheet and detail numbers shown on Contract Drawings. Where applicable, show fabrication, layout, setting and erection details.
  - 2. Shop drawings are defined as original drawings prepared by the Contractor, subcontractors, suppliers, or distributors performing work under this Contract. Shop

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

- B. Project data shall include manufacturer's standard schematic drawings modified to delete information which is not applicable to the Project, and shall be supplemented to provide additional information applicable to the Project. Each copy of descriptive literature shall be clearly marked to identify pertinent information as it applies to the Project.
- C. Where samples are required, they shall be adequate to illustrate materials, equipment or workmanship, and to establish standards by which completed work is judged. Provide sufficient size and quantity to clearly illustrate functional characteristics of product and material, with integrally related parts and attachment devices, along with a full range of color samples.
- D. All submittals shall be referenced to the applicable item, section and division of the Specifications, and to the applicable Drawing(s) or Drawing schedule(s).
- E. The Contractor shall review and check SUBMITTALS, and shall indicate his review by initials and date.
- F. If the submittals deviate from the Contract Drawings and/or Specifications, the Contractor shall advise the Engineer, in letter of transmittal of the deviation and the reasons therefor. All changes shall be clearly marked on the submittal with a bold red mark. Any additional costs for modifications shall be borne by the Contractor.
- G. In the event the Engineer does not specifically reject the use of material or equipment at variance to that which is shown on the Drawings or specified, the Contractor shall, at no additional expense to the Owner, and using methods reviewed by the Engineer, make any changes to structures, piping, controls, electrical work, mechanical work, etc., that may be necessary to accommodate this equipment or material. Should equipment other than that on which design drawings are based be accepted by the Engineer, shop drawings shall be submitted detailing all modification work and equipment changes made necessary by the substituted item.
- H. Additional information on particular items, such as special drawings, schedules, calculations, performance curves, and material details, shall be provided when specifically requested in the technical Specifications.
- I. Submittals for all electrically operated items (including instrumentation and controls) shall include complete wiring diagrams showing leads, runs, number of wires, wire size, color coding, all terminations and connections, and coordination with related equipment.
- J. Equipment shop drawings shall indicate all factory or shop paint coatings applied by suppliers, manufacturers and fabricators; the Contractor shall be responsible for insuring the compatibility of such coatings with the field-applied paint products and systems.
- K. Fastener specifications of manufacturer shall be indicated on equipment shop drawings.
- L. Where manufacturers' brand names are given in the Specifications for building and construction materials and products, such as grout, bonding compounds, curing compounds, masonry cleaners, waterproofing solutions and similar products, the Contractor shall submit names and descriptive literature of such materials and products he proposes to use in this Contract.

- M. No material shall be fabricated or shipped unless the applicable drawings or submittals have been reviewed by the Engineer and returned to the Contractor.
- N. All bulletins, brochures, instructions, parts lists, and warranties packaged with and accompanying materials and products delivered to and installed in the Project shall be saved and transmitted to the Owner through the Engineer.

**1.06 CONTRACTOR RESPONSIBILITIES**

- A. Verify field measurements, field construction criteria, catalog numbers and similar data.
- B. Coordinate each submittal with requirements of Work and of Contract Documents.
- C. Notify Engineer, in writing at time of submission, of deviations in submittals from requirements of Contract Documents.
- D. Begin no work, and have no material or products fabricated or shipped which required submittals until return of submittals with Engineer's stamp and initials or signature indicating review.

- END OF SECTION -



**SECTION 01380****CONSTRUCTION PHOTOGRAPHY****PART 1 - GENERAL****1.01 WORK INCLUDED**

The Contractor shall be responsible for video recording the entire project site both prior to construction and immediately after completion and acceptance of all work. Video shall be produced by a videographer acceptable to the Engineer and of a professional quality.

**1.02 VIDEO TAPE**

The video shall be of a high quality \*.mov or pre-approved format. File shall show the time, date, and project location on screen during playback.

**1.03 SUBMITTALS**

The Contractor shall provide a portable hard drive. The portable hard drive shall be clearly labeled with project name start date and completion date as shown below.

Project Name and Contract No.  
Owner Name  
Start Date: \_\_\_\_\_  
Completion Date: \_\_\_\_\_

-END OF SECTION-

**SECTION 01450**  
**QUALITY CONTROL**

**PART 1 - GENERAL**

**1.01 QUALITY CONTROL**

- A. Work of all crafts and trades shall be laid out to lines and elevations as established by the Contractor from the Drawings or from instructions by the Engineer.
- B. Unless otherwise shown, all work shall be plumb and level, in straight lines and true planes, parallel or square to the established lines and levels. The Work shall be accurately measured and fitted to tolerance as established by the best practices of the crafts and trades involved, and shall be as required to fit all parts of the Work carefully and neatly together.
- C. All equipment, materials and articles incorporated into the Work shall be new and of comparable quality as specified. All workmanship shall be first-class and shall be performed by mechanics skilled and regularly employed in their respective trades.

**1.02 TESTS, INSPECTIONS, AND CERTIFICATIONS OF MATERIALS**

- A. Tests, inspections and certifications of materials, equipment, subcontractors or completed work, as required by the various sections of the Specifications shall be obtained by the Contractor and all costs shall be included in the Contract Price.
- B. The Contractor shall submit to the Engineer the name of testing laboratory to be used.
- C. Contractor shall deliver written notice to the Engineer at least 24 hours in advance of any inspections or tests to be made at the Project site. All inspections, tests, samples for water quality or other procedures requiring the Engineer to attest to be conducted in the field shall be done in the presence of the Engineer or his representative.
- D. Certifications by independent testing laboratories may be by copy of the attestation(s) and shall give scientific procedures and results of tests. Certifications by persons having interest in the matter shall be by original attest properly sworn to and notarized.

- END OF SECTION -

**SECTION 01500****TEMPORARY FACILITIES AND CONTROLS****PART 1 - GENERAL****1.01 DESCRIPTION**

- A. The Contractor shall make his own provisions for temporary electricity and water and maintain strict supervision of use of temporary utility services as follows:
  - 1. Enforce compliance with applicable standards.
  - 2. Enforce safety practices
  - 3. Prevent abuse of services.
  - 4. Pay all utility charges required.

**1.02 REQUIREMENTS OF REGULATORY AGENCIES**

- A. The Contractor shall obtain and pay for all permits as required by governing authorities.
- B. Obtain and pay for temporary easements required across property other than that of Owner or that is shown on the Contract Drawings.
- C. The Contractor shall comply with applicable codes.

**1.03 REMOVAL**

- A. The Contractor shall completely remove temporary materials, equipment, and offices upon completion of construction.
- B. The Contractor shall repair damage caused by installation and restore to specified or original condition.

**1.04 TEMPORARY LIGHTING**

- A. The Contractor shall furnish and install temporary lighting required for:
  - 1. Construction needs.
  - 2. Safe and adequate working conditions.
  - 3. Public Safety.
  - 4. Security lighting.
  - 5. Temporary office and storage area lighting.
- B. Service periods for safety lighting shall be as follows:
  - 1. Within construction area: All times that authorized personnel are present.

- 2. Public areas: At all times.
- C. Costs of Installation and Preparation: Contractor shall pay all installation, maintenance and removal costs of temporary lighting.
- D. Maintenance of temporary lighting service (replacement of bulbs, etc.) shall be the sole responsibility of the General Contractor.

#### **1.05 TEMPORARY WATER**

The Contractor shall provide the water necessary for testing and disinfection. Water purchased from the owner for flushing and testing shall be paid for at the whole sale price by the contractor. The Contractor shall supply his own hoses, chlorine for disinfection, etc.

#### **1.06 SANITARY FACILITIES**

Contractor shall provide sanitary facilities as set forth in General Provisions (GP-2.04 Sanitary Regulations).

#### **1.07 FIELD OFFICE (Office Trailer not Required for this Contract)**

The Contractor shall make his own provisions for providing the electricity, telephone, gas, water, sewer, and other utilities to his office trailer that are required or as necessary for completion of the work.

The Contractor shall be responsible for all utility charges.

### **PART 2 - PRODUCTS**

Not used.

### **PART 3 – EXECUTION**

#### **3.01 IMPLEMENTATION**

- B. The Contractor shall provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to storm drains, adjacent areas and walkways prior to the start of any site work.
- C. Straw bale dikes, silt fencing and synthetic filter fabric shall be used as necessary to protect adjacent lands, surface waters, and vegetation to achieve environmental objectives.
- D. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Soil deposited on pavement by construction and other contractor vehicles shall be removed and the pavement swept as required.
- F. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- G. Minimize amount of bare soil exposed at one time.
- H. Provide temporary measures such as berms, dikes, drains, hay bales, gabions, etc., as directed by the Engineer so as to minimize siltation due to runoff.

- I. Construct fill and waste areas by selective placement to avoid erosive exposed surface of silts or clays.
- J. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

**3.02 OPERATION AND MAINTENANCE**

- A. The Contractor shall inspect, repair, and maintain erosion and sediment control measures until final stabilization has been established.

**3.03 REMOVAL OF FACILITIES**

- A. The Contractor shall remove the temporary facilities after final stabilization has been established. Used devices (including old straw bales) shall be disposed of as Construction & Demolition debris.

**3.04 DUST CONTROL**

- A. Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

- END OF SECTION -

**SECTION 01530**

**BARRIERS**

**PART 1 - GENERAL**

**1.01 WORK INCLUDED**

Temporary Railing: Temporary railing shall be provided around open pits and other locations where needed, to prevent accidents or injury to persons.

**1.02 COST**

The Contractor shall pay all costs for temporary railing.

- END OF SECTION -

**SECTION 01540**

**SECURITY**

**PART 1 - GENERAL**

**1.01 WORK INCLUDED**

A. Provide barricades, lanterns and other such signs and signals as may be necessary to warn of the dangers in connection with open excavation and obstructions.

B. Provide an adequate and approved system to secure the Project area at all times, especially during non-construction periods; the Contractor shall be solely responsible for taking proper security measures.

**1.02 COSTS**

Contractor shall pay all costs for protection and security systems.

- END OF SECTION -

**SECTION 01550****ACCESS ROADS AND PARKING AREAS****PART 1 - GENERAL****1.01 REQUIREMENTS INCLUDED**

- A. Access roads.
- B. Parking.
- C. Existing pavements and parking areas.
- D. Permanent pavements and parking areas.
- E. Maintenance.
- F. Removal, resurfacing.

**PART 2 - PRODUCTS****2.01 MATERIALS**

For temporary construction: Contractor's option.

**PART 3 - EXECUTION****3.01 ACCESS ROADS**

- A. Construct temporary all-weather access roads from public thoroughfares to serve construction area, of a width and load-bearing capacity to provide unimpeded traffic for construction purposes.
- B. Construct temporary bridges and/or culverts to span low areas and allow unimpeded drainage.
- C. Extend and relocate as work progress requires, provide detours as necessary for unimpeded traffic flow.
- D. Locate temporary access roads as approved by the Owner and/or the Engineer.

**3.02 PARKING**

The Contractor shall construct temporary parking areas to accommodate use of construction personnel in the area.

**3.03 REMOVAL, REPAIR**

- A. Remove temporary materials and construction when permanent facilities are usable, as directed by the Engineer.
- B. Repair existing permanent facilities damaged by usage to original and/or specified condition.

- END OF SECTION -



**SECTION 01570**  
**TRAFFIC REGULATION**

**PART 1 - GENERAL**

**1.01 REQUIREMENTS INCLUDED**

- A. Construction parking control.
- B. Flagmen.
- C. Flares and lights.
- D. Haul routes.
- E. Traffic signs and signals.
- F. Removal.

**1.02 RELATED REQUIREMENTS**

- A. Section 01530 - Barriers.
- B. Section 01580 - Project Identification and Signs.

**PART 2 - PRODUCTS**

**2.01 SIGNS, SIGNALS AND DEVICES**

- A. Post-mounted and wall-mounted traffic control and informational signs as specified and required by local jurisdictions.
- B. Automatic Traffic Control Signals: As approved by local jurisdictions.
- C. Traffic Cones and Drums, Flares and Lights: As approved by local jurisdictions.
- D. Flagman Equipment: As required by local jurisdictions.

**PART 3 - EXECUTION**

**3.01 CONSTRUCTION PARKING CONTROL**

- A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and Owner's operations.
- B. Monitor parking of construction personnel's vehicles in existing facilities. Maintain vehicular access to and through parking areas.
- C. Prevent parking on or adjacent to access roads or in non-designated areas.

**3.02 TRAFFIC CONTROL**

- A. Whenever and wherever, in the Engineer's opinion, traffic is sufficiently congested or public safety is endangered, Contractor shall furnish uniformed officers to direct traffic and to keep traffic off the highway area affected by construction operations.
- B. Contractor shall abide by City regulations governing utility construction work.
- C. Traffic control shall be provided according to the Kentucky Department of Highways Manual on Uniform Traffic Control Devices for Streets and Highways.

**3.03 FLAGMEN**

Provide trained and equipped flagmen to regulate traffic when construction operations or traffic encroach on public traffic lanes.

**3.04 FLARES AND LIGHTS**

Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

**3.05 HAUL ROUTES**

- A. Consult with authorities, establish public thoroughfares to be used for haul routes and site access.
- B. Confine construction traffic to designated haul routes.
- C. Provide traffic control at critical areas of haul routes to regulate traffic and minimize interference with public traffic.

**3.06 TRAFFIC SIGNS AND SIGNALS**

- A. At approaches to site and on site, install appropriate signs at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
- B. Install and operate traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control, and areas affected by Contractor's operations.
- C. Relocate as work progresses, to maintain effective traffic control.

**3.07 REMOVAL**

Remove equipment and devices when no longer required. Repair damage caused by installation. Remove post settings to a depth of 2 feet.

- END OF SECTION -

**SECTION 01580****PROJECT IDENTIFICATION AND SIGNS****PART 1 - GENERAL****1.01 WORK INCLUDED**

- A. The Contractor shall provide all signs required by these specifications near the site of the work. The sign shall set forth the description of the work and the names of the Owner, Engineer and Contractor as shown on the Plans or in these Specifications.
- B. The Contractor shall furnish and install One (1) sign on the Project. One sign shall conform to the specifications and painted as shown on Figure I on the following page. The location of signs shall be determined by the Owner and/or Engineer at the pre-construction meeting.

**PART 2 - PRODUCT****2.01 SIGN**

The sign shall be constructed of 3/4" thick APA A-B Exterior grade or marine plywood. Posts shall be 4" x 4" of fencing type material. Prime all wood with white primer. Sign shall be as shown in Figure I and II.

**PART 3 - EXECUTION****3.01 MAINTENANCE**

The sign shall be maintained in good condition until completion of the Project.

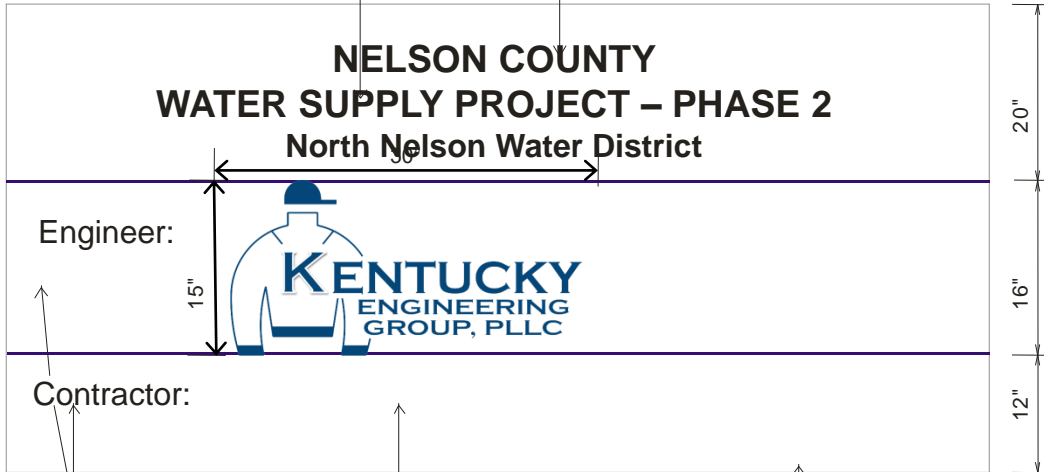
**3.02 LOCATION**

The location of the project signs shall be determined at the pre-construction conference after the contract has been awarded.

-END OF SECTION-

1 1/2" SPACE BETWEEN LINES OF TEXT

4 1/8" TALL LETTERS PAINTED RED



4 1/2" TALL LETTERS PAINTED BLACK

ENGINEER / CONTRACTOR NAME PAINTED BLUE (PMS 286)

LIGHT GREY PAINTED BACKGROUND

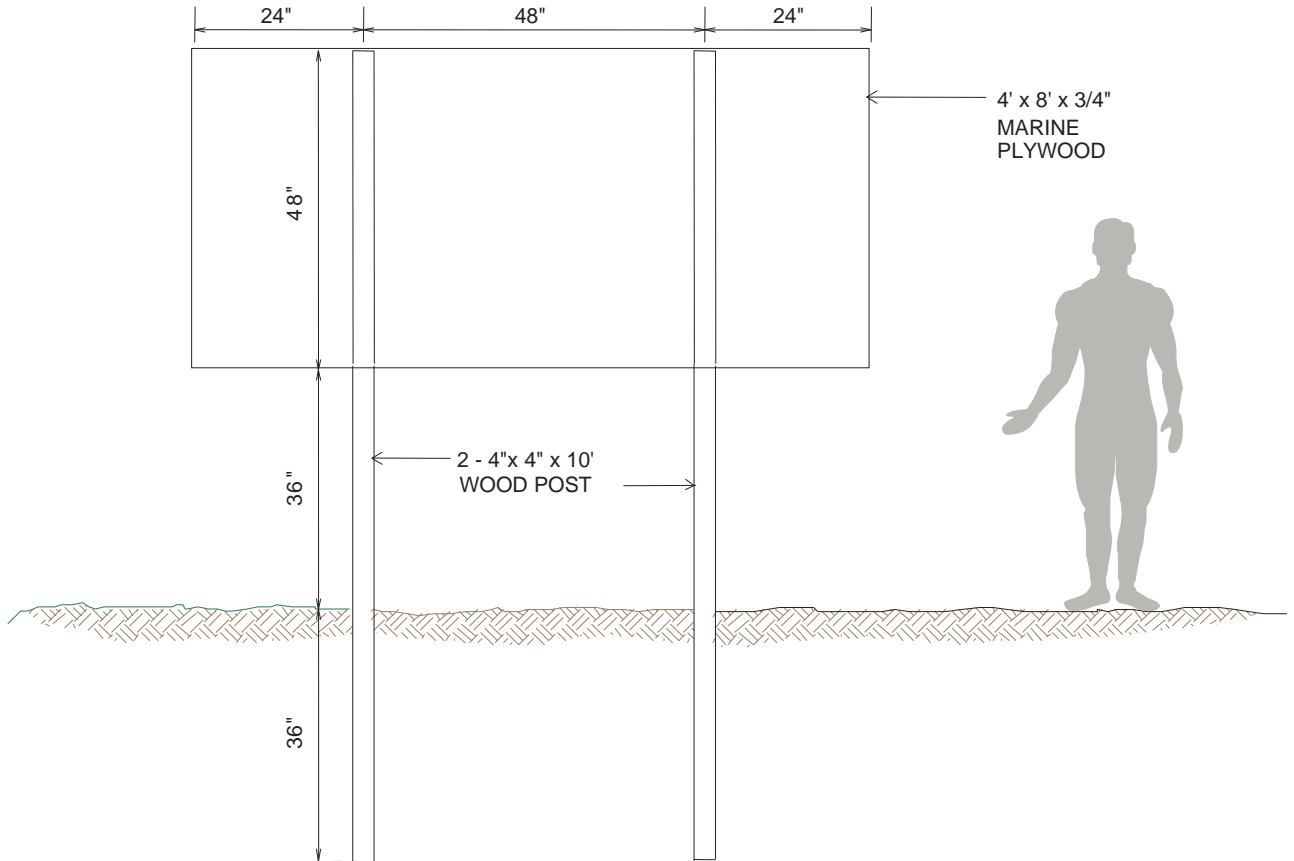


FIGURE 1  
01580-2

**SECTION 01600**  
**MATERIAL AND EQUIPMENT**

**PART 1 - GENERAL****1.01 COMPLIANCE WITH SAFETY REGULATIONS**

The equipment items furnished shall comply with all governing Federal and State laws regarding safety, including all requirements of the Occupational Safety and Health Act of 1970 (OSHA).

**PART 2 - PRODUCTS****2.01 REFERENCES**

A. General Provisions: Section 10 Correction and Guarantee of Work, Section 13 Materials and Equipment.

B. Section 02600 – Pipe, Fittings, and Installation

C. Section 02640 - Valves.

D. All material shall meet applicable American Water Works Association (A

WWA), American Standard Testing Methods (ASTM), Underwriters Laboratories (UL), Factory Mutual (FM), National Sanitation Foundation (NSF) standards.

**NORTH NELSON WATER DISTRICT**

The following is a list of manufacturers for the materials that may be provided on the project. All material shall meet applicable AWWA, ASTM, Underwriters Laboratories, and Factory Mutual standards. The Owner and Engineer shall approve actual materials during shop drawing review.

<b>MATERIAL/ITEM</b>	<b>APPROVED MANUFACTURER</b>
Air Release Valve (Water and Sewer)	Apco, ARI, Primer Corp or Approved Equal
All Brass Fittings (AWWA brass)	Mueller
Aluminum Hatch	Bil-Co or Approved Equal
Blowoff Hydrant Assembly	Hydrants shall be post type Model No. A-411 as manufactured by Mueller Co. or Approved Equal.
Blowoff Assembly (Underground)	Hydrants shall be Model No. A-412 as manufactured by Mueller Co. or Approved Equal.
Bolted Cast Couplings	Dresser, Smith & Blair, Ford, Viking-Johnson, JCM, Powerseal or Approved Equal

<b>MATERIAL/ITEM</b>	<b>APPROVED MANUFACTURER</b>
Brass Nipples and Pipe	State Origin
Brass Service Saddles	Mueller
Butterfly Valves (Class 150)	Mueller Lineseal III
Butterfly Valves (Class 250)	Mueller Lineseal XP
Casing Spacers	State Origin
Check Valve	Valve shall be those manufactured by Mueller, Kennedy, American Flow Control, or Approved Equal.
Control Valve	n/a
Copper Tracing Wire 12 AWG	State Origin
Customer Individual Pressure Reducing Valve	Watts N55BUM1 or Approved Equal
Customer Meter	Badger (Orion) Radio Read
Customer Meter Box Cover	Mid States Plastic box w/ Raised CI lid
Customer Meter Setter	Mueller
DI and Cast-Iron Full Body Tapping Sleeves	Mueller, Clow, US Pipe, American Flow or Approved Equal or Approved Equal
DI Double Strap Service Saddles	Mueller, Ford, Smith & Blair, JCM or Approved Equal
Ductile Iron Pipe Class 250/350	McWane US Pipe, American DI Pipe or Approved Equal
Ductile Iron Restraint Joint Pipe	TR Flex®, Flex Ring Joint® or approved equal
Dual Disc Check Valve	Valve shall be Series #8800 (class 125) as manufactured by Val-Matic® Valve & Mfg. Corporation, Elmhurst, IL. USA. or Approved Equal.
Flushing Hydrant Assembly	Mueller® - Super Centurion 250, Model No. A-423 or Approved Equal
Full Circle Repair Clamps (all stainless steel)	Mueller, Smith & Blair, Ford, Powerseal, Cascade or Approved Equal
Galvanized Compression Couplings	Smith & Blair, Dresser, JCM, Powerseal or Approved Equal
Gate Valves 2"-12"	Mueller, Kennedy Resilient Seat or Approved Equal
Gate Valves 14" and larger	Mueller A-2361 with By-Pass Line or Approved Equal
Individual Pressure Reducing Valve	Watts Model No. N55BUM1 or Approved Equal
Mainline Pressure Reducing Valve	Cla-Val or approved equal
Manhole Ring and Cover	J. R. Hoe & Sons or Approved Equal

<b>MATERIAL/ITEM</b>	<b>APPROVED MANUFACTURER</b>
MJ Fittings Compact/Full Body MJ Packs	McWayne (Tyler/Union, Clow), Griffin, US Pipe, American DI Pipe or Approved Equal
Precast Concrete Manholes	Cloud, Sherman-Dixie or Approved Equal
PVC Couplings	JM Manufacturing, Harrington, Multi-Fittings or Approved Equal
PVC Pipe Class 200 or C900 (white only)	Diamond, JM Manufacturing, Napco, Freedom, ETI, National, Pioneer or Approved Equal
Restraint Joint Collar Fittings	Mueller, McWayne, Ford, EBBA or Approved Equal
Service Tubing – Polyethylene Tubing (CTS Service Tubing)	Domestic
Service Tubing - Type K Copper Soft	Domestic
Steel Tapping Valves and Sleeves (Check Working Pressure)	Mueller, Kennedy, Ford or Approved Equal
Underground Detectable Tape	Shall be Lineguard brand encased aluminum foil, Type III. The identification tape is manufactured by Lineguard, Inc., P. O. Box 426, Wheaton, IL 60187 or Approved Equal
Under Ground Tracer Wire Connector	DryConn # 62310 Waterproof – Straight Line DryConn # 90220 Waterproof – 3-Way Connections

-END OF SECTION-

**SECTION 01610****TRANSPORTATION AND HANDLING****PART 1 - GENERAL****1.01 WORK INCLUDED**

- A. Handling and Distribution:
1. The Contractor shall handle, haul, and distribute all materials and all surplus materials on the different portions of the work, as necessary or required; shall provide suitable and adequate storage room for materials and equipment during the progress of the work, and be responsible for the protection, loss of, or damage to materials and equipment furnished by him, until the final completion and acceptance of the work.
  2. Storage and demurrage charges by transportation companies and vendors shall be borne by the Contractor.
- B. Storage of Materials and Equipment: All excavated materials and equipment to be incorporated in the work shall be placed so as not to injure any part of the work or the existing facilities and so that free access can be had at all times to all parts of the work and to all public utility installations in the vicinity of the work. Materials and equipment shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to public travel and adjoining owners, tenants and occupants.

- END OF SECTION -



**SECTION 01700**  
**PROJECT CLOSEOUT**

**PART 1 - GENERAL**

**1.01 RELATED REQUIREMENTS SPECIFIED ELSEWHERE**

- A. Liquidated Damages: Section 00520 Article 4.03. CHARGES FOR DELAY CAUSED BY THE CONTRACTOR
- B. Cleaning: Section 01710.
- C. Project Record Documents: Section 01720.

**1.02 SUBSTANTIAL COMPLETION**

- A. Contractor:
  - 1. Submit written certification to Engineer that project is substantially complete.
  - 2. Submit list of major items to be completed or corrected.
- B. Engineer will make an inspection within seven days after receipt of certification, together with Owner's Representative.
- C. Should Engineer consider that work is substantially complete:
  - 1. Contractor shall prepare, and submit to Engineer, a list of items to be completed or corrected, as determined by the inspection.
  - 2. Engineer will prepare and issue a Certificate of Substantial Completion, containing:
    - a. Date of Substantial Completion.
    - b. Contractor's list of items to be completed or corrected, verified and amended by Engineer.
    - c. The time within which Contractor shall complete or correct work of listed items.
    - d. Time and date Owner will assume possession of work or designated portion thereof.
    - e. Responsibilities of Owner and Contractor for:
      - (1) Insurance
      - (2) Utilities
      - (3) Operation of mechanical, electrical and other systems.
      - (4) Maintenance and cleaning.
      - (5) Security

- f. Signatures of:
  - (1) Engineer.
  - (2) Contractor.
  - (3) Owner.
  
- 3. Owner occupancy of Project or Designated Portion of Project:
  - a. Contractor shall:
    - (1) Obtain certificate of occupancy.
    - (2) Perform final cleaning in accordance with Section 01710.
  - b. Owner will occupy Project, under provisions stated in Certificate of Substantial Completion.
  
- 4. Contractor shall complete work listed for completion or correction, within designated time.
  
- D. Should Engineer consider that work is not substantially complete.
  - 1. He shall immediately notify Contractor, in writing, stating reasons.
  - 2. Contractor shall complete work, and send second written notice to Engineer, certifying that Project, or designated portion of Project is substantially complete.
  - 3. Engineer will reinspect work.

### **1.03 FINAL INSPECTION**

- A. Contractor shall submit written certification that:
  - 1. Contract Documents have been reviewed.
  - 2. Project has been inspected for compliance with Contract Documents.
  - 3. Work has been completed in accordance with Contract Documents.
  - 4. Equipment and systems have been tested in presence of Owner's Representative and are operational.
  - 5. Project is completed and ready for final inspection.
  
- B. Engineer will make final inspection within seven (7) days after receipt of certification.
  
- C. Should Engineer consider that work is finally complete in accordance with requirements of Contract Documents, he shall request Contractor to make Project Closeout submittals.
  
- D. Should Engineer consider that work is not finally complete:
  - 1. He shall notify Contractor, in writing, stating reasons.
  - 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send second written notice to Engineer certifying that work is complete.

3. Engineer will reinspect work.

**1.04 FINAL CLEAN UP**

The Work will not be considered as completed and final payment made until all final clean up has been done by the Contractor in a manner satisfactory to the Engineer. See Section 01710 for detailed requirements.

**1.05 CLOSEOUT SUBMITTALS**

Project Record Documents: To requirements of Section 01720.

**1.06 FINAL APPLICATION FOR PAYMENT**

Contractor shall submit final applications in accordance with requirements of GENERAL CONDITIONS.

**1.07 FINAL CERTIFICATE FOR PAYMENT**

- A. Engineer will issue final certificate in accordance with provisions of GENERAL CONDITIONS.
- B. Should final completion be materially delayed through no fault of Contractor, Engineer may issue a Semi-Final Certificate for Payment.

- END OF SECTION -

**SECTION 01710****CLEANING****PART 1 - GENERAL****1.01 WORK INCLUDED**

- A. During its progress the work and the adjacent areas affected thereby shall be kept cleaned up and all rubbish, surplus materials, and unneeded construction equipment shall be removed and all damage repaired so that the public and property owners will be inconvenienced as little as possible.
- B. Where material or debris has washed or flowed into or been placed in existing watercourses, ditches, gutters, drains, pipes, structures, by work done under this contract, or elsewhere during the course of the Contractor's operations, such material or debris shall be entirely removed and satisfactorily disposed of during the progress of the work, and the ditches, channels, drains, pipes, structures, and work, etc., shall, upon completion of the work, be left in a clean and neat condition.
- C. On or before the completion of the work, the Contractor shall, unless otherwise especially directed or permitted in writing, tear down and remove all temporary buildings and structures built by him; shall remove all temporary works, tools, and machinery or other construction equipment furnished by him; shall remove, acceptably disinfect, and cover all organic matter and material containing organics in, under, and around privies, houses, and other buildings used by him; shall remove all rubbish from any grounds which he has occupied; and shall leave the roads and all parts of the premises and adjacent property affected by his operations in a neat and satisfactory condition.
- D. The Contractor shall thoroughly clean all materials and equipment installed by him and his subcontractors, and on completion of the work shall deliver it undamaged and in fresh and new appearing condition.
- E. The Contractor shall restore or replace, when and as directed, any public or private property damaged by his work, equipment, or employees, to a condition equal or better than that existing immediately prior to the beginning of operations. To this end the Contractor shall do as required all necessary highway or driveway, walk, and landscaping work. Suitable materials, equipment, and methods shall be used for such restoration. The restoration of existing property or structures shall be done as promptly as practicable as work progresses and shall not be left until the end of the contract period.

**1.02 DESCRIPTION**

- A. Related Requirements Specified Elsewhere:
  - 1. Project Closeout: Section 01700.
  - 2. Cleaning for Specific Products or Work: Specification Section for that work.
- B. On a continuous basis, maintain premises free from accumulations of waste, debris, and rubbish, caused by operations.

- C. At completion of Work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all sight-exposed surfaces; leave Project clean and ready for occupancy.

### **1.03 SAFETY REQUIREMENTS**

- A. Hazards Control:
  - 1. Store volatile wastes in covered metal containers, and remove from premises daily.
  - 2. Prevent accumulation of wastes, which create hazardous conditions.
  - 3. Provide adequate ventilation during use of volatile or noxious substances.
- B. Conduct cleaning and disposal operations in compliance with local ordinances and anti-pollution laws.
  - 1. Do not burn or bury rubbish and waste materials on Project site without written permission from the Owner.
  - 2. Do not dispose of volatile wastes such as mineral spirits, oil, or fuel in open drainage ditches or storm or sanitary drains.
  - 3. Do not dispose of wastes into streams or waterways.

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS**

- A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

## **PART 3 - EXECUTION**

### **3.01 DURING CONSTRUCTION**

- A. Execute cleaning to ensure that grounds and public properties are maintained free from accumulations of waste materials and rubbish.
- B. Wet down dry materials and rubbish to minimize blowing dust.
- C. At reasonable intervals during progress of Work, clean site and public properties, and dispose of waste materials, debris and rubbish.
- D. Provide on-site containers for collection of waste materials, debris and rubbish.
- E. Remove waste materials, debris and rubbish from site and legally dispose of at public or private dumping areas off construction site.
- F. The Contractor shall thoroughly clean all materials and equipment installed.

**3.02 FINAL CLEANING**

- A. Employ experienced workmen, or professional cleaners, for final cleaning.
- B. In preparation for substantial completion, conduct final inspection of project area(s).
- C. Broom clean paved surfaces; rake clean other surfaces of grounds.
- D. Maintain cleaning until Project, or portion thereof, is accepted by Owner.

- END OF SECTION -

**SECTION 01720****PROJECT RECORD DOCUMENTS****PART 1 - GENERAL****1.01 WORK INCLUDED**

The Contractor shall obtain from the Engineer, one (1) set of prints of the Contract Drawings. These prints shall be kept and maintained in good condition at the project site and a qualified representative of the Contractor shall enter upon these prints, from day-to-day, the actual "as-built" record of the construction progress. Entries and notations shall be made in a neat and legible manner and these prints shall be delivered to the Engineer upon completion of the construction. APPROVAL FOR FINAL PAYMENT WILL BE CONTINGENT UPON COMPLIANCE WITH THIS PROVISION.

**1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE:**

- A. Section 01300 - Submittals.
- B. General Provisions

**1.03 MAINTENANCE OF DOCUMENTS**

- A. Maintain at job site, one copy of:
  - 1. Contract Drawings
  - 2. Specifications
  - 3. Addenda
  - 4. Reviewed Shop Drawings
  - 5. Change Orders
  - 6. Other Modifications to Contract
- B. Store documents in approved location, apart from documents used for construction.
- C. Provide files and racks for storage of documents.
- D. Maintain documents in clean, dry legible condition.
- E. Do not use record documents for construction purposes.
- F. Make documents available at all times for inspection by Engineer and Owner.

**1.04 MARKING DEVICES**

Provide colored pencil or felt-tip marking pen for all marking.

**1.05 RECORDING**

- A. Label each document "PROJECT RECORD" in 2-inch high printed letters.

- B. Keep record documents current.
- C. Do not permanently conceal any work until required information has been recorded.
- D. Contract Drawings: Legibly mark to record actual construction:
  - 1. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
  - 2. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
  - 3. Field changes of dimension and detail.
  - 4. Changes made by Change Order or Field Order.
  - 5. Details not on original Contract Drawings.
- E. Specifications and Addenda: Legibly mark up each Section to record:
  - 1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
  - 2. Changes made by Change Order or Field Order.
  - 3. Other matters not originally specified.
- F. Shop Drawings: Maintain as record documents; legibly annotate Shop Drawings to record changes made after review.

#### **1.06 SUBMITTAL**

- A. At completion of project, deliver record documents to Engineer.
- B. Accompany submittal with transmittal letter, in duplicate, containing:
  - 1. Date.
  - 2. Project Title and Number.
  - 3. Contractor's Name and Address.
  - 4. Title and Number of each Record Document.
  - 5. Certification that each Document as Submitted is Complete and Accurate.
  - 6. Signature of Contractor, or his authorized Representative.

- END OF SECTION -



**SECTION 01730****OPERATING AND MAINTENANCE DATA****PART 1 - GENERAL****1.01 WORK INCLUDED**

A. Compile product data and related information appropriate for Owner's maintenance and operation of equipment furnished under the contract. Prepare operating and maintenance data as specified.

B. Instruct Owner's personnel in the maintenance and operation of equipment and systems as outlined herein and/or in other Divisions.

C. In addition to maintenance and operations data, the manufacturer's printed recommended installation practice shall also be included. If not part of the operations and maintenance manual, separate written installation instructions shall be provided, serving to assist the Contractor in equipment installation.

D. Related Requirements Specified Elsewhere:

1. Section 01300 - Submittals.
2. Section 01700 - Project Closeout.
3. Section 01720 - Project Record Documents.
4. Section 01740 - Warranties and Bonds.
5. General Provisions

**1.02 MAINTENANCE AND OPERATIONS MANUAL**

Every piece of equipment furnished and installed shall be provided with complete maintenance and operations manuals. These shall be detailed in instructions to the Owner's personnel. They shall be attractively bound for the Owner's records.

The manuals shall be submitted to the Engineer for review as to adequacy and completeness. Provide three (3) copies each.

**1.03 FORM OF SUBMITTALS**

A. Prepare data in the form of an instructional manual for use by Owner's personnel.

B. Format:

1. Size: 8-1/2 x 11 in.
2. Paper: 20 pound minimum, white, for typed pages.
3. Text: Manufacturer's printed data, or neatly typewritten.
4. Drawings:
  - a. Provide reinforced punched binder tab, bind with text.

- b. Fold large drawings to the size of the text pages where feasible.
    - c. For all drawings included within manuals, furnish a 3 mil mylar copy in standard size drawings 36" x 24", 8" x 16" or 8-1/2" x 11".
    - d. For flow or piping diagrams that cannot be detailed on the standard size drawings, a larger, appropriate size drawing may be submitted.
  - 5. Provide fly-leaf for each separate product, or each piece of operating equipment.
    - a. Provide typed description of product, and major component parts of equipment.
    - b. Provide indexed tabs.
  - 6. Cover: Identify each volume with types or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:
    - a. Title of Project.
    - b. Identity of separate structure as applicable.
    - c. Identity of general subject matter covered in the manual.
- C. Binders:
- 1. Commercial quality, durable and cleanable, 3-hole, 3" or 4" post type binders, with oil and moisture resistant hard covers.
  - 2. When multiple binders are used, correlate the data into related consistent grouping.
  - 3. Labeled on the front cover and side of each binder shall be the name of the Project, the Contract Number and Volume Number.

#### 1.04 CONTENT OF MANUAL

- A. Neatly typewritten table of contents for each volume, arranged in systematic order.
  - 1. Contractor, name of responsible principal, address and telephone number.
  - 2. A list of each product required to be included, indexed to the content of the volume.
  - 3. List, with each product, the name, address and telephone number of:
    - a. Subcontractor or installer.
    - b. Maintenance contractor, as appropriate.
    - c. Identify the area of responsibility of each.
    - d. Local source of supply for parts and replacement.
  - 4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.

- B. Product Data:
1. Include only those sheets which are pertinent to the specific product. References to other sizes and types or models of similar equipment shall be deleted or lined out.
  2. Annotate each sheet to:
    - a. Clearly identify the specific product or part installed.
    - b. Clearly identify the data applicable to the installation.
    - c. Provide a parts list for all new equipment items, with catalog numbers and other data necessary for ordering replacement parts.
    - d. Delete references to inapplicable information.
  3. Clear and concise instructions for the operation, adjustment, lubrication, and other maintenance of the equipment including a lubrication chart.
- C. Drawings:
1. Supplement product data with drawings as necessary to clearly illustrate:
    - a. Relations of component parts of equipment and systems.
    - b. Control and flow diagrams.
  2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
  3. Do not use Project Record Documents as maintenance drawings.
- D. Written text, as required to supplement product data for the particular installation:
1. Organize in a consistent format under separate headings for different procedures.
  2. Provide a logical sequence of instructions for each procedure.
- E. Copy of each warranty, bond and service contract issued: Provide information sheet for Owner's personnel.
1. Proper procedures in the event of failure.
  2. Instances which might affect the validity of warranties or bonds.
- F. These manuals shall be delivered to the Engineer at the time designated by the Engineer. The manuals must be approved by the Engineer before final payment on the equipment is made.

- END OF SECTION -

**SECTION 01740**  
**WARRANTIES AND BONDS**

**PART 1 - GENERAL**

**1.01 WORK INCLUDED**

- A. Compile specified warranties and bonds.
- B. Compile specified service and maintenance contracts.
- C. Co-execute submittals when so specified.
- D. Review submittals to verify compliance with Contract Documents.
- E. Related requirements specified elsewhere:
  - 1. Bid Bond: Instructions to Bidders.
  - 2. Performance and Payment Bonds: General Provisions.
  - 3. Guaranty: General Provisions.
  - 4. General Warranty of Construction: General Provisions.
  - 5. Project Closeout: Section 01700.
  - 6. Warranties and Bonds required for specific products: As listed herein.
  - 7. Provisions of Warranties and Bonds, Duration: Respective specification sections for particular products.
  - 8. Operating and Maintenance Data: Section 01730.

**1.02 SUBMITTALS REQUIREMENTS**

- A. Assemble warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers and subcontractors.
- B. Furnish two (2) original signed copies.
- C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.
  - 1. Product, equipment or work item.
  - 2. Firm name, address and telephone number.
  - 3. Scope
  - 4. Date of beginning of warranty, bond or service and maintenance contract.
  - 5. Duration of warranty, bond or service and maintenance contract.

6. Provide information for Owner's personnel:
  - a. Proper procedure in case of failure.
  - b. Instances which might affect the validity of warranty or bond.
7. Contractor name, address and telephone number.

### **1.03 FORM OF SUBMITTALS**

- A. Prepare in duplicate packets.
- B. Format:
  1. Size 8-1/2 in. x 11 in., punch sheets for 3-ring binder: Fold larger sheets to fit into binders.
  2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:
    - a. Title of Project.
    - b. Name of Contractor.
- C. Binders: Commercial quality, three-ring, with durable and cleanable plastic covers.

### **1.04 TIME OF SUBMITTALS**

- A. For equipment or component parts of equipment put into service during progress of construction: Submit documents within 10 days after inspection and acceptance.
- B. Otherwise, make submittals within 10 days after date of substantial completion, prior to final request for payment.
- C. For items of work, where acceptance is delayed materially beyond the Date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing the date of acceptance as the start of the warranty period.

### **1.05 SUBMITTALS REQUIRED**

Submit warranties, bonds, service and maintenance contracts as specified in the respective sections of the Specifications.

- END OF SECTION -

**SECTION 02110****SITE CLEARING****PART 1 - GENERAL****1.01 WORK INCLUDED**

- A. Clear site within construction limits of plant life.
- B. Remove grass and topsoil in area of access road and foundation.
- C. Remove root system of trees and shrubs.
- D. Remove surface debris

**1.02 RELATED WORK**

- A. Section 02228 - Rock Removal.
- B. Section 02211 - Rough Grading.
- C. Section 02222 - Excavation.

**1.03 REGULATORY REQUIREMENTS**

Conform to applicable local codes and ordinances for disposal of debris.

**PART 2 - PRODUCTS**

Not Used.

**PART 3 - EXECUTION****3.01 CLEARING**

- A. Clear areas required for access to site and execution of work.
- B. Remove trees, shrubs, brush, and other vegetable matter such as snags, bark, and refuse.

**3.02 PROTECTION**

The Contractor shall not cut or injure any trees or other vegetation outside the easement lines and outside the areas to be cleared, as indicated on the Drawings, without written permission from the Engineer. The Contractor shall be responsible for all damage done outside these lines.

**3.03 GRUBBING**

From areas to be grubbed, the Contractor shall remove completely all stumps, remove to a depth of at least 24 inches below subgrade elevation all roots larger than 1 1/2 in. in diameter, and remove to a depth of 12 in. all roots larger than 1/2 in. in diameter. Such depths shall be measured from the existing ground surface, the proposed finished grade or subgrade, whichever is lower.

**3.04 STRIPPING**

All stumps, roots, foreign matter, topsoil, loam, and unsuitable earth shall be stripped from the ground surface. The topsoil and loam shall be utilized insofar as possible, for finished surfacing. Loam shall not be taken from the site.

**3.05 DISPOSAL**

- A. All material resulting from clearing and grubbing and not scheduled for reuse or stockpiling shall become the property of the Contractor and shall be suitably disposed of off site, unless otherwise directed by the Engineer, in accordance with all applicable laws, ordinances, rules and regulations.
- B. Such disposal shall be performed as promptly as possible after removal of the material and shall not be left until the final period of cleaning up.

**3.06 FENCES**

Wherever fences need to be removed to provide access to the work or are damaged during the progress of work, they shall be restored or repaired to as good a condition as existed prior to construction at the Contractor's expense.

- END OF SECTION -

**SECTION 02211****ROUGH GRADING****PART 1 - GENERAL****1.01 WORK INCLUDED**

- A. Remove topsoil and stockpile for later reuse.
- B. Excavate subsoil and stockpile for later reuse as directed in Section 022110, Backfilling and Embankments.
- C. Grade and rough contour site.

**1.02 RELATED WORK**

- A. Section 02228 - Rock Removal.
- B. Section 02222 - Excavation.
- C. Section 02220 – Earthwork.

**1.03 PROJECT RECORD DOCUMENTS**

- A. Submit documents under provisions of Section 01720.
- B. Accurately record location of utilities remaining, rerouted utilities, new utilities by horizontal dimensions, elevations or inverts, and slope gradients.

**1.04 PROTECTION**

- A. Protect trees and other features remaining as portion of final landscaping.
- B. Protect bench marks, existing structures, fences, roads, sidewalks and other features not designated for demolition.
- C. Protect above or below grade utilities which are to remain.
- D. Contractor shall be responsible for repairing any damage to those items not designated for demolition or removal in a manner satisfactory to the Owner at no additional cost to the Owner.

**PART 2 - PRODUCTS****2.01 MATERIALS**

- A. Topsoil: Excavated material, graded free of roots, rocks larger than one inch, subsoil, debris, and large weeds.
- B. Subsoil: Excavated material, graded free of lumps larger than 12 inches, rocks larger than 12 inches, and debris.



**PART 3 - EXECUTION****3.01 PREPARATION**

- A. Identify required lines, levels, contours, and datum.
- B. Identify known below grade utilities. Stake and flag locations.
- C. Identify and flag above grade utilities.
- D. Maintain and protect existing utilities remaining which pass through work area.
- E. Upon discovery of unknown utility or concealed conditions, discontinue affected work; notify Engineer.

**3.02 TOPSOIL EXCAVATION**

- A. Excavate topsoil from areas to be further excavated, and stockpile in area designated on site by the Engineer.
- B. Do not excavate wet topsoil.
- C. Stockpile topsoil to depth not exceeding 8 feet.

**3.03 SUBSOIL EXCAVATION**

- A. Excavate subsoil from indicated areas and stockpile in area designated on site. Excess subsoil may be reused according to Section 02220, Backfilling.
- B. Do not excavate wet subsoil.
- C. Stockpile subsoil to depth not exceeding 8 feet.
- D. When excavation through roots is necessary, perform work by hand and cut roots with a sharp axe.

**3.04 TOLERANCES**

Top Surface of Subgrade: Plus or minus three inches.

- END OF SECTION -

**SECTION 02220****EARTHWORK****PART 1 GENERAL****1.01 SUMMARY**

- A. This Section includes excavation and backfilling including the loosening, removing, refilling, transporting, storage and disposal of all materials classified as "earth" necessary to be removed for the construction and completion of all work under the Contract, and as shown on the Contract Drawings, specified or directed.

**1.02 REFERENCES**

- A. Materials and installation shall be in accordance with the latest revisions of the following codes, standards, and specifications, except where more stringent requirements have been specified herein:
1. American Society for Testing and Materials (ASTM)
    - a. A328 Specification for Steel Sheet Piling
    - b. D698 Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft<sup>3</sup>) (600 kN-m/m<sup>3</sup>)
    - c. D1556 Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
    - d. D1760 Specification for Pressure Treatment of Timber Products
    - e. D2922 Test Methods for Density of Soil and Soil Aggregate in Place by Nuclear Methods (Shallow Depth)

**1.03 DEFINITIONS**

- A. Excavation (or Trenching)
1. Grubbing, stripping, removing, storing and rehandling of all materials of every name and nature necessary to be removed for all purposes incidental to the construction and completion of all the work under construction.
  2. All sheeting, sheetpiling, bracing and shoring, and the placing, driving, cutting off and removing of the same.
  3. All diking, ditching, fluming, cofferdamming, pumping, bailing, draining, well pointing, or otherwise disposing of water.
  4. The removing and disposing of all surplus materials from the excavations in the manner specified.
  5. The maintenance, accommodation and protection of travel and the temporary paving of highways, roads and driveways.

6. The supporting and protecting of all tracks, rails, buildings, curbs, sidewalks, pavements, overhead wires, poles, trees, vines, shrubbery, pipes, sewers, conduits or other structures or property in the vicinity of the work, whether over- or underground or which appear within or adjacent to the excavations, and the restoration of the same in case of settlement or other injury.
  7. All temporary bridging and fencing and the removing of same.
- B. Earth
1. All materials such as sand, gravel, clay, loam, ashes, cinders, pavements, muck, roots or pieces of timber, soft or disintegrated rock, not requiring blasting, barring, or wedging from their original beds, and specifically excluding all ledge or bedrock and individual boulders or masonry larger than one-half cubic yard in volume.
- C. Backfill
1. The refilling of excavation and trenches to the line of filling indicated on the Contract Drawings or as directed using materials suitable for refilling of excavations and trenches; and the compacting of all materials used in filling or refilling by rolling, ramming, watering, puddling, etc., as may be required.
- D. Spoil
1. Surplus excavated materials not required or not suitable for backfills or embankments.
- E. Embankments
1. Fills constructed above the original surface of the ground or such other elevation as specified or directed.
- F. Limiting Subgrade
1. The underside of the pipe barrel for pipelines
  2. The underside of footing lines for structures
- G. Excavation Below Subgrade
1. Excavation below the limiting subgrades of structures or pipelines.
  2. Where materials encountered at the limiting subgrades are not suitable for proper support of structures or pipelines, the Contractor shall excavate to such new lines and grades as required.

**PART 2 PRODUCTS****2.01 MATERIALS AND CONSTRUCTION**

- A. Wood Sheeting and Bracing
  - 1. Shall be sound and straight; free from cracks, shakes and large or loose knots; and shall have dressed edges where directed.
  - 2. Shall conform to National Design Specifications for Stress Grade Lumber having a minimum fiber stress of 1200 pounds per square inch.
  - 3. Sheeting and bracing to be left-in-place shall be pressure treated in accordance with ASTM D1760 for the type of lumber used and with a preservative approved by the Engineer.
- B. Steel Sheeting and Bracing
  - 1. Shall be sound
  - 2. Shall conform to ASTM A328 with a minimum thickness of 3/8 inch.

**PART 3 EXECUTION****3.01 UNAUTHORIZED EXCAVATION**

- A. Whenever excavations are carried beyond or below the lines and grades shown on the Contract Drawings, or as given or directed by the Engineer, all such excavated space shall be refilled with special granular materials, concrete or other materials as the Engineer may direct. All refilling of unauthorized excavations shall be at the Contractor's expense.
- B. All material which slides, falls or caves into the established limits of excavations due to any cause whatsoever, shall be removed and disposed of at the Contractor's expense and no extra compensation will be paid the Contractor for any materials ordered for refilling the void areas left by the slide, fall or cave-in.

**3.02 REMOVAL OF WATER**

- A. General
  - 1. The Contractor shall at all times provide and maintain proper and satisfactory means and devices for the removal of all water entering the excavations, and shall remove all such water as fast as it may collect, in such manner as shall not interfere with the prosecution of the work or the proper placing of pipes, structures, or other work.
  - 2. Unless otherwise specified, all excavations which extend down to or below the static groundwater elevations shall be dewatered by lowering and maintaining the groundwater beneath such excavations at all times when work thereon is in progress, during subgrade preparation and the placing of the structure or pipe thereon.

3. Water shall not be allowed to rise over or come in contact with any masonry, concrete or mortar, until at least 24 hours after placement, and no stream of water shall be allowed to flow over such work until such time as the Engineer may permit.
4. Where the presence of fine grained subsurface materials and a high groundwater table may cause the upward flow of water into the excavation with a resulting quick or unstable condition, the Contractor shall install and operate a well point system to prevent the upward flow of water during construction.
5. Water pumped or drained from excavations, or any sewers, drains or water courses encountered in the work, shall be disposed of in a suitable manner without injury to adjacent property, the work under construction, or to pavements, roads, drives, and water courses. No water shall be discharged to sanitary sewers. Sanitary sewage shall be pumped to sanitary sewers or shall be disposed of by an approved method.
6. Any damage caused by or resulting from dewatering operations shall be the sole responsibility of the Contractor.

B. Work Included

1. The construction and removal of cofferdams, sheeting and bracing, and the furnishing of materials and labor necessary therefor.
2. The excavation and maintenance of ditches and sluiceways.
3. The furnishing and operation of pumps, well points, and appliances needed to maintain thorough drainage of the work in a satisfactory manner.

C. Well Point Systems

1. Installation
  - a. The well point system shall be designed and installed by or under the supervision of an organization whose principal business is well pointing and which has at least five consecutive years of similar experience and can furnish a representative list of satisfactory similar operations.
  - b. Well point headers, points and other pertinent equipment shall not be placed within the limits of the excavation in such a manner or location as to interfere with the laying of pipe or trenching operations or with the excavation and construction of other structures.
  - c. Detached observation wells of similar construction to the well points shall be installed at intervals of not less than 50 feet along the opposite side of the excavation from the header pipe and line of well points, to a depth of at least 5 feet below the proposed excavation. In addition, one well point in every 50 feet shall be fitted with a tee, plug and valve so that the well point can be converted for use as an observation well. Observation wells shall be not less than 1-½ inches in diameter.
  - d. Standby gasoline or diesel powered equipment shall be provided so that in the event of failure of the operating equipment, the standby equipment can be readily connected to the system. The standby equipment shall be maintained in good order and actuated regularly not less than twice a week.

2. Operation
  - a. Where well points are used, the groundwater shall be lowered and maintained continuously (day and night) at a level not less than 2 feet below the bottom of the excavation. Excavation will not be permitted at a level lower than 2 feet above the water level as indicated by the observation wells.
  - b. The effluent pumped from the well points shall be examined periodically by qualified personnel to determine if the system is operating satisfactorily without the removal of fines.
  - c. The water level shall not be permitted to rise until construction in the immediate area is completed and the excavation backfilled.

### **3.03 STORAGE OF MATERIALS**

- A. Sod
  1. Any sod cut during excavation shall be removed and stored during construction so as to preserve the grass growth. Sod damaged while in storage shall be replaced in like kind at the sole expense of the Contractor.
- B. Topsoil
  1. Topsoil suitable for final grading shall be removed and stored separately from other excavated material.
- C. Excavated Materials
  1. All excavated materials shall be stored in locations so as not to endanger the work, and so that easy access may be had at all times to all parts of the excavation. Stored materials shall be kept neatly piled and trimmed, so as to cause as little inconvenience as possible to public travel or to adjoining property holders.
  2. Special precautions must be taken to permit access at all times to fire hydrants, fire alarm boxes, police and fire department driveways, and other points where access may involve the safety and welfare of the general public.
  - 3.

### **3.04 DISPOSAL OF MATERIALS**

- A. Spoil Material
  1. All spoil materials shall be disposed of as required by the local, state or federal regulations pertaining to the area or as described in the Special Provisions or on the Contract Drawings.
  2. The surface of all spoil areas shall be graded and dressed and no unsightly mounds or heaps shall be left on completion of the work.

### 3.05 SHEETING AND BRACING

#### A. Installation

1. The Contractor shall furnish, place and maintain such sheeting, bracing and shoring as may be required to support the sides and ends of excavations in such manner as to prevent any movement which could, in any way, injure the pipe, structures, or other work; diminish the width necessary for construction; otherwise damage or delay the work of the Contract; endanger existing structures, pipes or pavements; or cause the excavation limits to exceed the right-of-way limits.
2. In no case will bracing be permitted against pipes or structures in trenches or other excavations.
3. Sheeting shall be driven as the excavation progresses, and in such manner as to maintain pressure against the original ground at all times. The sheeting shall be driven vertically with the edges tight together, and all bracing shall be of such design and strength as to maintain the sheeting in its proper position. Seepage which carries fines through the sheeting shall be plugged to retain the fines.
4. Where breast boards are used between soldier pile, the boards shall be back packed with soil to maintain support.
5. The Contractor shall be solely responsible for the adequacy of all sheeting and bracing.

#### B. Removal

1. In general, all sheeting and bracing, whether of steel, wood or other material, used to support the sides of trenches or other open excavations, shall be withdrawn as the trenches or other open excavations are being refilled. That portion of the sheeting extending below the top of a pipe or structural foundation shall not be withdrawn, unless otherwise directed, before more than 6 inches of earth is placed above the top of the pipe or structural foundation and before any bracing is removed. The voids left by the sheeting shall be carefully refilled with selected material and rammed tight with tools especially adapted for the purpose or otherwise as may be approved.
2. The Contractor shall not remove sheeting and bracing until the work has attained the necessary strength to permit placing of backfill.

#### C. Left in Place

1. If, to serve any purpose of his own, the Contractor files a written request for permission to leave sheeting or bracing in the trench or excavation, the Engineer may grant such permission, in writing, on condition that the cost of such sheeting and bracing be assumed and paid by the Contractor.
2. The Contractor shall leave in place all sheeting, shoring and bracing which are shown on the Contract Drawings or specified to be left in place or which the Engineer may order, in writing, to be left in place. All shoring, sheeting and bracing shown or ordered to be left in place will be paid for under the appropriate item of the Contract. No payment allowance will be made for wasted ends or for portions above the proposed cutoff level which are driven down instead of cut-off.

3. In case sheeting is left in place, it shall be cut off or driven down as directed so that no portion of the same shall remain within 12 inches of the street subgrade or finished ground surface.

### 3.06 BACKFILLING

#### A. General

1. All excavations shall be backfilled to the original surface of the ground or to such other grades as may be shown, specified or directed.
2. Backfilling shall be done with suitable excavated materials which can be satisfactorily compacted during refilling of the excavation. In the event the excavated materials are not suitable, Special Backfill as specified or ordered by the Engineer shall be used for backfilling.
4. Any settlement occurring in the backfilled excavations shall be refilled and compacted.

#### B. Unsuitable Materials

1. Stones, pieces of rock or pieces of pavement greater than 1 cubic foot in volume or greater than 1.5 feet in any single dimension shall not be used in any portion of the backfill.
2. All stones, pieces of rock or pavement shall be distributed through the backfill and alternated with earth backfill in such a manner that all interstices between them shall be filled with earth.
3. Frozen earth shall not be used for backfilling.

#### C. Compaction and Density Control

1. The compaction shall be as specified for the type of earthwork, i.e., structural, trenching or embankment.
  - a. The compaction specified shall be the percent of maximum dry density.
  - b. The compaction equipment shall be suitable for the material encountered.
2. Where required, to assure adequate compaction, in-place density test shall at the expense of the Contractor be made by an approved testing laboratory.
  - a. The moisture-density relationship of the backfill material shall be determined by ASTM D698, Method D.
    - 1) Compaction curves for the full range of materials used shall be developed.
  - b. In-place density shall be determined by the methods of ASTM D1556 or ASTM D2922 and shall be expressed as a percentage of maximum dry density.



3. Where required, to obtain the optimum moisture content, the Contractor shall add, at his expense, sufficient water during compaction to assure the specified maximum density of the backfill. If, due to rain or other causes, the material exceeds the optimum moisture content, it shall be allowed to dry, assisted if necessary, before resuming compaction or filling efforts.
4. The Contractor shall be responsible for all damage or injury done to pipes, structures, property or persons due to improper placing or compacting of backfill.

### **3.07 OTHER REQUIREMENTS**

#### **A. Drainage**

1. All material deposited in roadway ditches or other water courses shall be removed immediately after backfilling is completed and the section, grades and contours of such ditches or water courses restored to their original condition, in order that surface drainage will be obstructed no longer than necessary.

#### **B. Unfinished Work**

1. When, for any reason, the work is to be left unfinished, all trenches and excavations shall be filled and all roadways, sidewalks and watercourses left unobstructed with their surfaces in a safe and satisfactory condition. The surface of all roadways and sidewalks shall have a temporary pavement.

#### **C. Hauling Material on Streets**

1. When it is necessary to haul material over the streets or pavements, the Contractor shall provide suitable tight vehicles so as to prevent deposits on the streets or pavements. In all cases where any materials are dropped from the vehicles, the Contractor shall clean up the same as often as required to keep the crosswalks, streets and pavements clean and free from dirt, mud, stone and other hauled material.

#### **D. Dust Control**

1. It shall be the sole responsibility of the Contractor to control the dust created by any and all of his operations to such a degree that it will not endanger the safety and welfare of the general public.
2. Calcium chloride and petroleum products shall not to be used for dust control.

#### **E. Test Pits**

1. For the purpose of obtaining detail locations of underground obstructions, the Contractor shall make excavations in advance of the work. Payment for the excavations ordered by the Engineer will be made under an appropriate item of the Contract and shall include sheeting, bracing, pumping, excavation and backfilling.

- END OF SECTION -

**SECTION 02222****EXCAVATION****PART 1 - GENERAL****1.01 WORK INCLUDED**

- A. Structure excavation.
- B. Shoring excavations.

**1.02 RELATED WORK**

- A. Section 01450 - Quality Control.
- B. Section 02228 - Rock Removal.
- C. Section 02211 - Rough Grading.
- D. Section 02226 – Trenching, Backfilling and Embankments.

**1.03 REGULATORY REQUIREMENTS**

- A. Protect excavations by shoring, bracing, sheet piling, underpinning, or other methods required to prevent cave-in or loose soil from falling into excavation.
- B. Underpin adjacent structures which may be damaged by excavation work, including service utilities and pipe chases.
- C. Notify Engineer of unexpected subsurface conditions and discontinue affected work in area until notified to resume work.
- D. Protect bottom of excavations and soil adjacent to and beneath foundations from frost.
- E. Grade excavation top perimeter to prevent surface water run-off into excavation.

**PART 2 - PRODUCTS****2.01 MATERIALS**

- A. Subsoil: Excavated material, graded free of lumps larger than 12 inches, rocks larger than 12 inches, and debris.
- B. # 57's or # 9's: Mineral aggregate graded 1/4 inch to 5/8 inch, free of soil, subsoil, clay, shale, or foreign matter.

**PART 3 - EXECUTION****3.01 PREPARATION**

Identify required liens, levels, contours, and datum.

**3.02 EXCAVATION**

- A. Excavate subsoil required for structure foundations, construction operations, and other work. All excavation shall be unclassified excavation.
- B. Contractor is responsible to adequately brace open cuts and protect workmen and equipment from cave-in.
- C. Remove lumped subsoil, boulders, and rock up to 1/3 cu. yd., measured by volume. Remove larger material under Section 02228.
- D. Correct unauthorized excavation at no cost to Owner.
- E. Fill over-excavated areas under structure bearing surfaces in accordance with direction by Engineer.
- F. Stockpile excavated material in area designated on site.

**3.03 FIELD QUALITY CONTROL**

Provide for visual inspection of rock surfaces under provisions of Section 01450.

- END OF SECTION -

**SECTION 02226****TRENCHING, BACKFILLING AND COMPACTING****PART 1 GENERAL****1.01 SUMMARY**

- A. This Section includes excavation and backfill as required for pipe installation or other construction in the trench, and removal and disposal of water, in accordance with the applicable provisions of the Section entitled "Earthwork" unless modified herein.

**PART 2 PRODUCTS**

NOT USED

**PART 3 EXECUTION****3.01 EXCAVATION**

- A. The trench excavation shall be located as shown on the Contract Drawings or as specified. Under ordinary conditions, excavation shall be by open cut from the ground surface. Where the depth of trench and soil conditions permit, tunneling may be required beneath cross walks, curbs, gutters, pavements, trees, driveways, railroad tracks and other surface structures. No additional compensation will be allowed for such tunneling over the price bid for open cut excavation of equivalent depths below the ground surface unless such tunnel excavation is specifically provided for in the Contract Documents.
- B. Trenches shall be excavated to maintain the depths as shown on the Contract Drawings or as specified for the type of pipe to be installed.
- C. The alignment and depth shall be determined and maintained by the use of a string line installed on batter boards above the trench, a double string line installed along side of the trench or a laser beam system.
- D. The minimum width of trench excavation shall be 6-inches on each side of the pipe hub for 21-inch diameter pipe and smaller and 12-inches on each side of the pipe hub for 24-inch diameter pipe and larger.
- E. Trenches shall not be opened for more than 300 feet in advance of pipe installation nor left unfilled for more than 100 feet in the rear of the installed pipe when work is in progress without the consent of the Engineer. Open trenches shall be protected and barricaded as required.
- F. Bridging across open trenches shall be constructed and maintained where required.

**3.02 SUBGRADE PREPARATION FOR PIPE**

- A. Where pipe is to be laid on undisturbed bottom of excavated trench, mechanical excavation shall not extend lower than the finished subgrade elevation at any point.

- B. Where pipe is to be laid on special granular material the excavation below subgrade shall be to the depth specified or directed. The excavation below subgrade shall be refilled with special granular material as specified or directed, shall be deposited in layers not to exceed 6 inches and shall be thoroughly compacted prior to the preparation of pipe subgrade.
- C. The subgrade shall be prepared by shaping with hand tools to the contour of the pipe barrel to allow for uniform and continuous bearing and support on solid undisturbed ground or embedment for the entire length of the pipe.
- D. Pipe subgrade preparation shall be performed immediately prior to installing the pipe in the trench. Where bell holes are required they shall be made after the subgrade preparation is complete and shall be only of sufficient length to prevent any part of the bell from becoming in contact with the trench bottom and allowing space for joint assembly.

### **3.03 STORAGE OF MATERIALS**

- A. Traffic shall be maintained at all times in accordance with the applicable Highway Permits. Where no Highway Permit is required at least one-half of the street must be kept open for traffic.
- B. Where conditions do not permit storage of materials adjacent to the trench, the material excavated from a length as may be required, shall be removed by the Contractor, at his cost and expense, as soon as excavated. The material subsequently excavated shall be used to refill the trench where the pipe had been built, provided it be of suitable character. The excess material shall be removed to locations selected and obtained by the Contractor.
  - 1. The Contractor shall, at his cost and expense, bring back adequate amounts of satisfactory excavated materials as may be required to properly refill the trenches.
- C. If directed by the Engineer, the Contractor shall refill trenches with select fill or other suitable materials and excess excavated materials shall be disposed of as spoil.

### **3.04 REMOVAL OF WATER AND DRAINAGE**

- A. The Contractor shall at all times provide and maintain proper and satisfactory means and devices for the removal of all water entering the trench, and shall remove all such water as fast as it may collect, in such manner as shall not interfere with the prosecution of the work.
- B. The removal of water shall be in accordance with the Section entitled "Earthwork".

### **3.05 PIPE EMBEDMENT**

- A. All pipe shall be protected from lateral displacement and possible damage resulting from superimposed backfill loads, impact or unbalanced loading during backfilling operations by being adequately embedded in suitable pipe embedment material. To ensure adequate lateral and vertical stability of the installed pipe during pipe jointing and embedment operations, a sufficient amount of the pipe embedment material to hold the pipe in rigid alignment shall be uniformly deposited and thoroughly compacted on each side, and back of the bell, of each pipe as laid.
- B. Concrete cradle and encasement of the class specified shall be installed where and as shown on the Contract Drawings or ordered by the Engineer. Before any concrete is placed, the pipe shall be securely blocked and braced to prevent movement or flotation. The concrete cradle or encasement shall extend the full width of the trench as excavated unless otherwise authorized by the Engineer. Where concrete is to be placed in a sheeted trench it shall be

poured directly against sheeting to be left in place or against a bond-breaker if the sheeting is to be removed.

- C. Embedment materials placed above the centerline of the pipe or above the concrete cradle to a depth of 12 inches above the top of the pipe barrel shall be deposited in such manner as to not damage the pipe. Compaction shall be as required for the type of embedment being installed.

### **3.06 BACKFILL ABOVE EMBEDMENT**

- A. The remaining portion of the pipe trench above the embedment shall be refilled with suitable materials compacted as specified.
  - 1. Where trenches are within the ditch-to-ditch limits of any street or road or within a driveway or sidewalk, or shall be under a structure, the trench shall be refilled in horizontal layers not more than 8 inches in thickness, and compacted to obtain 95% maximum density, and determined as set forth in the Section entitled "Earthwork".
  - 2. Where trenches are in open fields or unimproved areas outside of the ditch limits of roads, the backfilling may be by placing the material in the trench and mounding the surface.
  - 3. Hand tamping shall be required around buried utility lines or other subsurface features that could be damaged by mechanical compaction equipment.
- B. Backfilling of trenches beneath, across or adjacent to drainage ditches and water courses shall be done in such a manner that water will not accumulate in unfilled or partially filled trenches and the backfill shall be protected from surface erosion by adequate means.
  - 1. Where trenches cross waterways, the backfill surface exposed on the bottom and slopes thereof shall be protected by means of stone or concrete rip-rap or pavement.
- C. All settlement of the backfill shall be refilled and compacted as it occurs.
- D. Temporary pavement shall be placed as specified in the Section entitled "Restoration of Surfaces".

-END OF SECTION-

**SECTION 02228****ROCK REMOVAL****PART 1 GENERAL****1.01 SUMMARY**

- A. This Section includes removal to the widths and depths shown on the Contract Drawings or as directed by the Engineer, including the loosening, removing, transporting, storing and disposal of all materials requiring blasting, barring, or wedging for removal from their original beds, and backfill of rock excavations with acceptable materials
- B. Use of explosives for rock removal shall be used only with prior permission from both the Engineer and Owner. **Blasting will NOT be permitted in this project.**
- C. Rock removal is part of and incidental to unclassified excavation. No separate payment shall be made for rock removal.

**1.02 SUBMITTALS**

- A. In addition to those submittals identified in the General Provisions, the following items shall be submitted:
  - 1. Before any blasting operations begin the Contractor shall obtain all permits and licenses required.

**1.03 DEFINITIONS**

- A. Rock
  - 1. All pieces of ledge or bedrock, boulders or masonry larger than one-half cubic yard in volume.
  - 2. Any material requiring blasting, barring, or wedging for removal from its original bed.

**PART 2 PRODUCTS**

NOT USED

**PART 3 EXECUTION****3.01 BLASTING (Use of explosives for rock removal shall be used only with prior permission from both the Engineer and Owner.)**

- A. General
  - 1. Handling of explosives and blasting shall be done only by experienced persons.

2. Handling and blasting shall be in accordance with all Federal, State and local laws, rules and regulations relating to the possession, handling, storage and transportation and use of explosives.
  3. All blasts in open cut shall be properly covered and protected with approved blasting mats.
  4. Charges shall be of such size that the excavation will not be unduly large and shall be so arranged and timed that adjacent rock, upon or against which pipelines or structures are to be built, will not be shattered.
  5. Blasting will not be permitted within 25 feet of pipelines or structures.
  6. All existing pipes or structures exposed during excavation shall be adequately protected from damage before proceeding with the blasting.
  7. NFPA 495 - Code for Manufacture, Transportation, Storage and Use of Explosive Materials.
  8. Commonwealth of Kentucky Department of Mines and Minerals, Laws and Regulations Governing Explosives and Blasting.
- B. Repair of Damages Due to Blasting
1. Any injury or damage to the work or to existing pipes or structures shall be repaired or rebuilt by the Contractor at his expense.
  2. Whenever blasting may damage adjacent rock, pipes or structures, blasting shall be discontinued and the rock removed by drilling, barring, wedging or other methods.
- C. Explosives
1. At no time shall an excessive amount of explosives be kept at the site of the work. Such explosives shall be stored, handled and used in conformity with all applicable laws and regulations.
  2. Accurate daily records shall be kept showing the amounts of explosives on hand, both at the site and at any storage magazine, the quantities received and issued, and the purpose for which issued.
  3. The Contractor shall be responsible for any damage or injury to any persons, property or structures as a result of his handling, storage or use of explosives.
- D. Rock Clearance in Trenches
1. Ledge rock, boulders and large stones shall be removed from the sides and bottom of the trench to provide clearance for the specified embedment of each pipe section, joint or appurtenance; but in no instance shall the clearance be less than 6 inches. Additional clearance at the pipe bell or joint shall be provided to allow for the proper make-up of the joint.
  2. At the transition from an earth bottom to a rock bottom the minimum bottom clearance shall be 12 inches for a distance of not less than 5 feet.
- E. Rock Clearance at Structures



1. Concrete for structures shall be placed directly on the rock and the excavation shall be only to the elevations and grades shown on the Contract Drawings.

**3.02 EXCAVATION AND BACKFILL**

- A. Rock removal and backfilling shall be performed in accordance with the applicable provisions of the Section entitled "Earthwork".
- B. The rock excavated which cannot be incorporated into the backfill material, as specified, shall be disposed of as spoil and shall be replaced with the quantity of acceptable material required for backfilling.

-END OF SECTION-

**SECTION 02260****POLYETHYLENE WRAP****PART 1: GENERAL****1.01 SECTION INCLUDES**

- A. The minimum requirements for polyethylene wrap to be used for external corrosion protection of buried ductile iron pipe, fittings, and appurtenances and for cast iron and ductile iron fittings on PVC pipe, and for barrier valves.

**1.02 SUBMITTALS**

- A. Submit product data for proposed film and tape for approval.
- B. Polyethylene wrap shall be installed in accordance with the current edition of AWWA Standard Specification C105 (ANSI A21.5) for American National Standard for Polyethylene Encasement, unless otherwise specified herein.

**1.03 MEASURE AND PAYMENT**

- A. No separate payment will be made for polyethylene wrap.
- B. Include cost of polyethylene wrap in the unit price for pipes and fittings to be wrapped.

**PART 2: PRODUCTS****2.01 MATERIALS POLYETHYLENE WRAP**

- A. Polyethylene Film: Tubular or sheet form without tears, breaks, holidays, or defects; conforming with requirements of AWWA C105, 2.5 to 3 percent carbon black content, either low or high density:
  - 1. Low-density polyethylene film shall be manufactured from virgin polyethylene material conforming to the following requirements of ASTM D4976.
  - 2. High-density, cross laminated polyethylene film shall be manufactured from virgin polyethylene material conforming to the following requirements of ASTM D4976.
  - 3. All material supplied shall be free from defects in material and workmanship and shall meet standards as stated in this specification.
  - 4. All polyethylene wrap shall be linear low density, 8 mil thick, Tube-Type.
  - 5. Wrap shall be furnished in rolls appropriate to the project (no scrap pieces), non-perforated.
  - 6. Wrap shall be tinted PMS color 299-C or approved tinted blue color.
  - 7. Product shall be in conformance with the latest edition of AWWA Standard C105/A21.5.

8. Film shall be manufactured of virgin polyethylene materials.
9. A certificate of compliance to all AWWA C105/A21.5 requirements shall be provided by the manufacturer.
10. Approved manufacturers are Hamilton Plastics, Christy's, Champion Plastics, and AA Thread.

## **2.02 POLYETHYLENE TAPE**

- A. All material supplied shall be free from defects in material and workmanship and shall meet standards as stated in this specification.
- B. The material shall have a polyethylene film backing with the following performance characteristics.
  1. Minimum thickness shall be 7 mils.
  2. Minimum tensile strength shall be 20 lbs/inch per ASTM D-1000.
  3. Adhesion to steel shall be a minimum of 25 oz/inch per PSTC-101.
  4. Adhesion to backing shall be a minimum of 25 oz/inch per PSTC-101.
  5. Minimum operating temperature shall be no greater than 40 degrees Fahrenheit.
  6. Maximum operating temperature shall be no less than 180 degrees Fahrenheit.
  7. Provide minimum 2-inch-wide (3-inch typical), plastic-backed, adhesive tape.
  8. Tape shall be Polyken 809 as manufactured by Berry Global Inc. or equal.

## **PART 3 : EXECUTION**

### **3.01 PREPARATION**

- A. Remove lumps of clay, mud, and cinders from pipe surface prior to installation of polyethylene encasement. Prevent soil or embedment material from becoming trapped between pipe and polyethylene.
- B. Fit polyethylene film to contour of pipe to affect snug, but not tight fit; encase with minimum space between polyethylene and pipe. Allow sufficient slack in contouring to prevent stretching polyethylene where it bridges irregular surfaces, such as bell-spigot interfaces, bolted joints, or fittings, and to prevent damage to polyethylene due to backfilling operations. Secure overlaps and ends with adhesive tape to hold polyethylene encasement in place until backfilling operations are complete.
- C. For installations below water table or in areas subject to tidal actions, seal both ends of polyethylene tube with adhesive tape at joint overlap.

### **3.02 INSTALLATION**

- A. Tubular Type (Method A):
  1. Cut polyethylene tube to length approximately 2 feet longer than pipe section. Slip tube around pipe, centering tube to provide 1-foot overlap on each adjacent pipe section, and bunching it accordion-fashion lengthwise until it clears pipe ends.

2. Lower pipe into trench and make up pipe joint with preceding section of pipe. Make shallow bell hole at joints to facilitate installation of polyethylene tube.
3. After assembling pipe joint, make overlap of polyethylene tube. Pull bunched polyethylene from preceding length of pipe, slip it over end of adjoining length of pipe, and secure in place. Then slip end of polyethylene from adjoining pipe section over end of first wrap until it overlaps joint at end of preceding length of pipe. Secure overlap in place. Take up slack width at top of pipe to make snug, but not tight, fit along barrel of pipe, securing fold at quarter points.
4. Repair cuts, tears, punctures, or other damage to polyethylene. Proceed with installation of next section of pipe in same manner.

B. Tubular Type (Method B):

1. Cut polyethylene tube to length approximately 1 foot shorter than pipe section. Slip tube around pipe, centering it to provide 6 inches of bare pipe at each end. Take up slack width at top of pipe to make snug, but not tight, fit along barrel of pipe, securing fold at quarter points, secure ends.
2. Before making up joint, slip 3-foot length of polyethylene tube over end of preceding pipe section, bunching in accordion-fashion lengthwise. After completing joint, pull 3 foot length of polyethylene over joint, overlapping polyethylene previously placed on each adjacent section of pipe by at least 1 foot; make each end snug and secure.
3. Repair cuts, tears, punctures, or other damage to polyethylene. Proceed with installation of next section of pipe in same manner.

C. Sheet Type:

1. Cut polyethylene sheet to length approximately 2 feet longer than pipe section. Center length to provide 1-foot overlap on each adjacent pipe section, bunching sheet until it clears pipe ends. Wrap polyethylene around pipe so that sheet circumferentially overlaps top quadrant of pipe. Secure cut edge of polyethylene sheet at intervals of approximately 3 feet.
2. Lower wrapped pipe into trench and makeup pipe joint with preceding section of pipe. Make shallow bell hole at joints to facilitate installation of polyethylene. After completing joint, make overlap and secure ends.
3. Repair cuts, tears, punctures, or other damage to polyethylene. Proceed with installation of next section of pipe in same manner.

D. Pipe-shaped Appurtenances: Cover bends, reducers, offsets, and other pipe-shaped appurtenances with polyethylene in same manner as pipe.

E. Odd-shaped Appurtenances: When it is not practical to wrap valves, tees, crosses, and other odd-shaped pieces in tube, wrap with flat sheet or split length of polyethylene tube by passing sheet around appurtenance and encasing it. Make seams by bringing edges together, folding over twice, and taping down. Tape polyethylene securely in place at valve stem and other penetrations.

F. Openings in Encasement: Create openings for branches, service taps, blow-offs, air valves, and similar appurtenances by making X-shaped cut in polyethylene and temporarily folding back film. After appurtenance is installed, tape slack securely to appurtenance and repair cut, as well as other damaged area in polyethylene, with tape. Service taps may also be made directly through polyethylene, with resulting damaged areas being repaired as specified.

G. Junctions between Wrapped and Unwrapped Pipe: Where polyethylene -wrapped pipe joins adjacent

pipe that is not wrapped, extend polyethylene wrap to cover adjacent pipe for distance of at least 3 feet. Secure end with circumferential turns of tape. Wrap service lines of dissimilar metals with polyethylene or suitable dielectric tape for minimum clear distance of 3 feet away from cast or ductile iron pipe.

- H. Ductile iron pipe shall not be wrapped for more than 5 days in advance of placement into the trench. Pipe to be wrapped shall include ductile iron wrapping. And ductile iron restrained-joint pipe and iron fittings. For any pipe that is wrapped prior to installation, Contractor shall use a method to lift and carry the pipe, such as canvas/nylon strapping, that will prevent damage to the wrapping.
- I. Odd shaped appurtenances such as valves, tees, fittings, and other ferrous metal pipeline appurtenances shall be wrapped by using a flat sheet of polyethylene. Wrapping shall be done by placing the sheet under the appurtenances and bringing it up around the item to be wrapped. Seams will be made by bringing the edges together, folding twice, and taping down. Each appurtenance shall receive two separate polyethylene wraps as described above.

### **3.03 REPAIRS**

- A. Repair cuts, tears, punctures, or damage to polyethylene with adhesive tape or with short length of polyethylene sheet or cut open tube, wrapped around pipe to cover damaged area, and secured in place.
- B. Care shall be taken when backfilling to prevent damage to the polyethylene wrapping. Sections of wrapping having cuts, tears, punctures, or other damage shall be repaired or replaced.

END OF SECTION

**SECTION 02270****SLOPE PROTECTION AND EROSION CONTROL****PART 1 - GENERAL****1.01 WORK INCLUDED**

- A. The Contractor shall do all work and take all measures necessary to control soil erosion resulting from construction operations, shall prevent the flow of sediment from the construction site, and shall contain construction materials (including excavation and backfill) within his protected working area so as to prevent damage to adjacent property.
- B. The Contractor shall not employ any construction method that violates a rule, regulation, guideline or procedure established by Federal, State or local agencies having jurisdiction over the environmental effects of construction. The Contractor shall be responsible for obtaining all associated permits.
- C. Pollutants such as chemicals, fuels, lubricants, bitumen, raw sewage and other harmful waste shall not be discharged into or alongside of any body of water or into natural or man-made channels leading thereto.

**PART 2 - PRODUCTS****2.01 MATERIALS**

- A. Temporary Slope Protection and Erosion Control:  
  
Bales may be hay or straw, and shall be reasonably clean and free of noxious weeds and deleterious materials. Filter fabric for sediment traps shall be of suitable materials acceptable to the Engineer.
- B. Permanent Slope Protection and Erosion Control:  
  
On slopes 2H:1V and steeper, and where shown on the drawings place Type A Dumped Rock Fill with a 24-inch minimum thickness over non-woven geotextile filter fabric.

**PART 3 - EXECUTION****3.01 METHODS OF CONSTRUCTION**

- A. The Contractor shall use any of the acceptable methods necessary to control soil erosion and prevent the flow of sediment to the maximum extent possible. These methods shall include, but not be limited to, the use of water diversion structures, diversion ditches and settling basins.
- B. Construction operations shall be restricted to the areas of work indicated on the Drawings and to the area which must be entered for the construction of temporary or permanent facilities. The Engineer has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing, excavation, borrow and fill operations and to direct the Contractor to provide immediate permanent or temporary pollution control measures to prevent contamination of the wetlands and adjacent watercourses. Such work may involve the construction of temporary berms, dikes, dams, sediment basins, slope drains, and use of temporary mulches, mats, or other control devices or methods as necessary to control erosion.

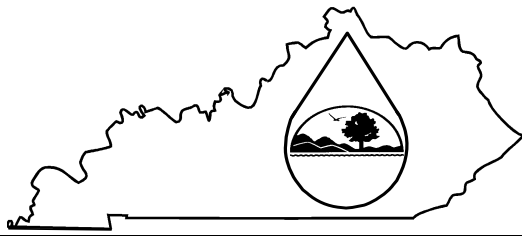
- C. Excavated soil material shall not be placed adjacent to the wetlands or watercourses in a manner that will cause it to be washed away by high water or runoff. Earth berms or diversions shall be constructed to intercept and divert runoff water away from critical areas. Diversion outlets shall be stable or shall be stabilized by means acceptable to the Engineer. If for any reason construction materials are washed away during the course of construction, the Contractor shall remove those materials from the fouled areas as directed by the Engineer.
- D. For work within easements, all materials used in construction such as excavation, backfill, roadway, and pipe bedding and equipment shall be kept within the limits of the easements.
- E. The Contractor shall not pump silt-laden water from trenches or other excavations into the wetlands, or adjacent watercourses. Instead, silt-laden water from his excavations shall be discharged within areas surrounded by baled hay or into sediment traps to ensure that only sediment-free water is returned to the watercourses. Damage to vegetation by excessive watering or silt accumulation in the discharge area shall be avoided.
- F. Prohibited construction procedures include, but are not limited to, the following:
  - 1. Dumping of spoil material into any streams, wetlands, surface waters, or unspecified locations.
  - 2. Indiscriminate, arbitrary, or capricious operation of equipment in wetlands or surface waters.
  - 3. Pumping of silt-laden water from trenches or excavations into surface waters, or wetlands.
  - 4. Damaging vegetation adjacent to or outside of the construction area limits.
  - 5. Disposal of trees, brush, debris, paints, chemicals, asphalt products, concrete curing compounds, fuels, lubricants, insecticides, washwater from concrete trucks or hydroseeders, or any other pollutant in wetlands, surface waters, or unspecified locations.
  - 6. Permanent or unauthorized alteration of the flow line of any stream.
  - 7. Open burning of debris from the construction work.
- G. Any temporary working roadways required shall be clean fill approved by the Engineer. In the event fill is used, the Contractor shall take every precaution to prevent the fill from mixing with native materials of the site. All such foreign fill materials shall be removed from the site following construction.

### **3.02 EROSION CHECKS**

The Contractor shall furnish and install baled hay or straw erosion checks in all locations indicated on the Drawings, surrounding the base of all deposits of stored excavated material outside of the disturbed area, and where indicated by the Engineer. Checks, where indicated on the Drawings, shall be installed immediately after the site is cleared and before trench excavation is begun at the location indicated. Checks located surrounding stored material shall be located approximately 6 ft. from that material. Bales shall be held in place with two 2 in. by 2 in. by 3 ft. wooden stakes. Each bale shall be butted tightly against the adjoining bale to preclude short circuiting of the erosion check.

- END OF SECTION -

# KPDES FORM NOI-SW



Kentucky Pollutant Discharge Elimination System  
 (KPDES)  
**Notice of Intent (NOI)**  
**for Storm Water Discharges**  
**Associated with Industrial Activity Under the**  
**KPDES General Permit**

Submission of this Notice of Intent constitutes notice that the party identified in Section I of this form intends to be authorized by a KPDES permit issued for storm water discharges associated with industrial activity. Becoming a permittee obligates such discharger to comply with the terms and conditions of the permit.

**ALL NECESSARY INFORMATION MUST BE PROVIDED ON THIS FORM** (See Instructions on back)

### I. Facility Operator Information

<b>Name:</b>		<b>Phone:</b>	
<b>Address:</b>		<b>Status of Owner/Operator:</b>	
<b>City, State, Zip Code:</b>			

### II. Facility/Site Location Information

<b>Name:</b>			
<b>Address:</b>			
<b>City, State, Zip Code:</b>			
<b>County:</b>			
<b>Site Latitude:</b> (degrees/minutes/seconds)		<b>Site Longitude:</b> (degrees/minutes/seconds)	

### III. Site Activity Information

<b>MS4 Operator Name:</b>				
<b>Receiving Water Body:</b>				
<b>Are there existing quantitative data?</b>	Yes <input type="checkbox"/>	If Yes, submit with this form.		
	No <input type="checkbox"/>			
<b>SIC or Designated Activity Code Primary</b>		<b>2nd</b>	<b>3rd</b>	<b>4th</b>
<b>If this facility is a member of a Group Application, enter Group Application Number:</b>				
<b>If you have other existing KPDES Permits, enter Permit Numbers:</b>				

### IV. Additional Information Required FOR CONSTRUCTION ACTIVITIES ONLY

<b>Project Start Date:</b>		<b>Completion Date:</b>	
<b>Estimated Area to be disturbed (in acres):</b>			
<b>Is the Storm Water Pollution Prevention Plan in Compliance with State and/or Local Sediment and Erosion Plans?</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>		

**V. Certification:** I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

<b>Printed or Typed Name:</b>			
<b>Signature:</b>		<b>Date:</b>	



**Kentucky Pollutant Discharge Elimination System (KPDES)  
Instructions  
Notice of Intent (NOI) for Storm Water Discharges Associated with Industrial Activity  
To Be Covered Under The KPDES General Permit**

**WHO MUST FILE A NOTICE OF INTENT (NOI) FORM**

Federal law at 40 CFR Part 122 prohibits point source discharges of stormwater associated with industrial activity to a water body of the Commonwealth of Kentucky without a Kentucky Pollutant Discharge Elimination System (KPDES) permit. The operator of an industrial activity that has such a storm water discharge must submit a NOI to obtain coverage under the KPDES Storm Water General Permit. If you have questions about whether you need a permit under the KPDES Storm Water program, or if you need information as to whether a particular program is administered by the state agency, call the **Storm Water Contact, Industrial Section, Kentucky Division of Water at (502) 564-3410.**

**WHERE TO FILE NOI FORM**

NOIs must be sent to the following address:

**Section Supervisor  
Inventory & Data Management Section  
KPDES Branch, Division of Water  
Frankfort Office Park  
14 Reilly Road  
Frankfort, KY 40601**

**COMPLETING THE FORM**

Type or print legibly in the appropriate areas only. If you have any questions regarding the completion of this form call the **Storm Water Contact, Industrial Section, at (502) 564-3410.**

**SECTION I - FACILITY OPERATOR INFORMATION**

Give the legal name of the person, firm, public organization, or any other entity that operates the facility or site described in this application. The name of the operator may or may not be the same as the name of the facility. The responsible party is the legal entity that controls the facility's operation, rather than the plant or site manager. Do not use a colloquial name. Enter the complete address and telephone number of the operator.

Enter the appropriate letter to indicate the legal status of the operator of the facility.

F = Federal                      M = Public (other than federal or state)  
S = State                        P = Private

**SECTION II - FACILITY/SITE LOCATION INFORMATION**

Enter the facility's or site's official or legal name and complete street address, including city, state, and ZIP code.

**SECTION III - SITE ACTIVITY INFORMATION**

If the storm water discharges to a municipal separate storm sewer system (MS4), enter the name of the operator of the MS4 (e.g., municipality name, county name) and the receiving water of the discharge from the MS4. (A MS4 is defined as a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) that is owned or operated by a state, city, town, borough, county, parish, district, association, or other public body which is designed or used for collecting or conveying storm water.)

If the facility discharges storm water directly to receiving water(s), enter the name of the receiving water.

Indicate whether or not the owner or operator of the facility has existing quantitative data that represent the characteristics and concentration of pollutants in storm water discharges. If data is available submit with this form.

List, in descending order of significance, up to four 4-digit standard industrial classification (SIC) codes that best describe the principal products or services provided at the facility or site identified in Section II of this application.

If the facility listed in Section II has participated in Part 1 of an approved storm water group application and a group number has been assigned, enter the group application number in the space provided.

If there are other KPDES permits presently issued for the facility or site listed in Section II, list the permit numbers.

**SECTION IV - ADDITIONAL INFORMATION REQUIRED FOR CONSTRUCTION ACTIVITIES ONLY**

Construction activities must complete Section IV in addition of Sections I through III. Only construction activities need to complete Section IV.

Enter the project start date and the estimated completion date for the entire development plan.

Provide an estimate of the total number of acres of the site on which soil will be disturbed (round to the nearest acre).

Indicate whether the storm water pollution prevention plan for the site is in compliance with approved state and/or local sediment and erosion plans, permits, or storm water management plans.

**SECTION V - CERTIFICATION**

Federal statutes provide for severe penalties for submitting false information on this application form. Federal regulations require this application to be signed as follows:

*For a corporation:* by a responsible corporate officer, which means: (i) president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions, or (ii) the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

*For a partnership or sole proprietorship:* by a general partner or the proprietor; or

*For a municipality, state, Federal, or other public facility:* by either a principal executive officer or ranking elected official.

**KPDES FORM NOT-SW**

	<p style="text-align: center;">Kentucky Pollutant Discharge Elimination System (KPDES)</p> <p style="text-align: center;"><b>NOTICE OF TERMINATION (NOT)</b> of Coverage Under the KPDES General Permit for Storm Water Discharges Associated with Industrial Activity</p>
---	--

Submission of this Notice of Termination constitutes notice that the party identified in Section II of this form is no longer authorized to discharge storm water associated with industrial activity under the KPDES program.

ALL NECESSARY INFORMATION MUST BE PROVIDED ON THIS FORM.  
(Please see instructions on back before completing this form.)

**I. PERMIT INFORMATION**

KPDES Storm Water General Permit Number:
Check here if you are no longer the Operator of the Facility: <input type="checkbox"/>
Check here if the Storm Water Discharge is Being Terminated: <input type="checkbox"/>

**II. FACILITY OPERATOR INFORMATION**

Name:
Address:
City/State/Zip Code:
Telephone Number:

**III. FACILITY/SITE LOCATION INFORMATION**

Name:
Address:
City/State/Zip Code:

**Certification:** I certify under penalty of law that all storm water discharges associated with industrial activity from the identified facility that are authorized by a KPDES general permit have been eliminated or that I am no longer the operator of the facility or construction site. I understand that by submitting this Notice of Termination, I am no longer authorized to discharge storm water associated with industrial activity under this general permit, and that discharging pollutants in storm water associated with industrial activity of waters of the Commonwealth is unlawful under the Clean Water Act and Kentucky Regulations where the discharge is not authorized by a KPDES permit. I also understand that the submittal of this Notice of Termination does not release an operator from liability for any violations of this permit or the Kentucky Revised Statutes.

NAME (Print or Type)	TITLE
SIGNATURE	DATE

**INSTRUCTIONS**  
**NOTICE OF TERMINATION (NOT) OF COVERAGE UNDER THE KPDES GENERAL PERMIT**  
**FOR STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY**

**Who May File a Notice of Termination (NOT) Form**

Permittees who are presently covered under the Kentucky Pollutant Discharge Elimination System (KPDES) General Permit for Storm Water Discharges Associated with Industrial Activity may submit a Notice of Termination (NOT) form when their facilities no longer have any storm water discharges associated with industrial activity as defined in the storm water regulations at 40 CFR 122.26 (b)(14), or when they are no longer the operator of the facilities.

For construction activities, elimination of all storm water discharges associated with industrial activity occurs when disturbed soils at the construction site have been finally stabilized and temporary erosion and sediment control measures have been removed or will be removed at an appropriate time, or that all storm water discharges associated with industrial activity from the construction site that are authorized by a KPDES general permit have otherwise been eliminated. Final stabilization means that all soil-disturbing activities at the site have been completed, and that a uniform perennial vegetative cover with a density of 70% of the cover for unpaved areas and areas not covered by permanent structures has been established, or equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles have been employed.

**Where to File NOT Form**

Send this form to the following address:

**Section Supervisor  
Inventory & Data Management Section  
KPDES Branch, Division of Water  
14 Reilly Road, Frankfort Office Park  
Frankfort, KY 40601**

**Completing the Form**

Type or print legibly in the appropriate areas and according to the instructions given for each section. If you have questions about this form, call the Storm Water Contact, Industrial Section, at (502) 564-3410.

**Section I - Permit Information**

Enter the existing KPDES Storm Water General Permit number assigned to the facility or site identified in Section III. If you do not know the permit number, **call the Storm Water Contact, Industrial Section at (502) 564-3410.**

Indicate your reason for submitting this Notice of Termination by checking the appropriate box:

If there has been a change of operator and you are no longer the operator of the facility or site identified in Section III, check the corresponding box.

If all storm water discharges at the facility or site identified in Section III have been terminated, check the corresponding box.

**Section II - Facility Operator Information**

Give the legal name of the person, firm, public organization, or any other entity that operates the facility or site described in this application. The name of the operator may or may not be the same name as the facility. The operator of the facility is the legal entity which controls the facility's operation, rather than the plant or site manager. Do not use a colloquial name. Enter the complete address and telephone number of the operator.

**Section III - Facility/Site Location Information**

Enter the facility's or site's official or legal name and complete address, including city, state and ZIP code. If the facility lacks a street address, indicate the state, the latitude and longitude of the facility to the nearest 15 seconds, or the quarter, section, township, and range (to the nearest quarter section) of the approximate center of the site.

**Section IV - Certification**

Federal statutes provide for severe penalties for submitting false information on this application form. Federal regulations require this application to be signed as follows:

*For a corporation:* by a responsible corporate officer, which means: (i) president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions, or (ii) the manager of one or more manufacturing, production or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

*For a partnership or sole proprietorship:* by a general partner or the proprietor; or

*For a municipality, State, Federal, or other public facility:* by either a principal executive

**SECTION 02302****RAILROAD OR HIGHWAY CROSSINGS****PART 1 GENERAL****1.01 SUMMARY**

- A. This Section includes railroad or highway crossings including casing pipes for pipelines installed by (jacking), (tunneling) or (boring) method, and installation of the carrier pipe within the casing in the location(s) and to the limits as shown on the Contract Drawings.
- B. All work shall be performed in accordance with the applicable rules and regulations of the State and Federal Codes and with the terms and conditions of the permit issued by the railroad or highway having jurisdiction.

**1.02 SUBMITTALS**

- A. In addition to those submittals identified in the General Provisions, the following items shall be submitted:
  - 1. Method of Installation
    - a. Following the award of the Contract, the Contractor shall submit a description of the method and equipment which is proposed to be employed in installing the casing.
    - b. A Professional Engineer licensed in the State of Kentucky shall design all sheeting and bracing at the Contractor's expense. The seal of the Professional Engineer shall appear on all drawings and design sheets submitted for review.
  - 2. Materials
    - a. Drawings and manufacturer's data of the casing materials showing compliance with this specification.
  - 3. Contractor's Data
    - a. The Contractor shall submit such data as may be required as conditions of the Railroad or Highway Permit.

**1.03 QUALITY ASSURANCE**

- A. Contractor's Qualifications
  - 1. The casing shall be installed by a contractor who has experience in this field of construction and can furnish a record of satisfactory performance on at least three projects for work of comparable type.

**PART 2 PRODUCTS****2.01 MATERIALS AND CONSTRUCTION****A. Casings**

1. The casing shall be of the size and type as shown on the Contract Drawings.
  - a. Steel pipe of the thickness specified shall have a minimum yield strength of 35,000 psi and a minimum ultimate strength of 60,000 psi. Steel casing pipe shall be uncoated .
  - b. Liner plate of the gauge specified shall be pressed steel, galvanized and bituminous coated.
  - c. Concrete pipe shall be designed for the purpose of jacking and shall be tongue and grooved.
  - d. All joints in the encasement pipe shall be of continuous solid weld.

**TABLE OF MINIMUM WALL THICKNESS FOR STEEL CASING PIPE**

<u>Minimum Thickness</u> <u>Inches</u>	<u>Normal Diameter</u> <u>Inches</u>
0.250	4 thru 12
0.312	14 thru 18
0.375	20 thru 24
0.500	26 thru 42

- B. The steel casing pipe for all highway crossings shall be as follows:

<u>Carrier Pipe Size</u>	<u>Casing Pipe Size</u>
2"	6"
3"	8"
4"	12"
6"	14"
8"	16"
10"	18"
12"	20
14"	24"
16"	26"
20"	30"
24"	36"
30"	40"

**B. Carrier Pipes**

1. The carrier pipe shall be as specified on the Contract Drawings and in accordance with the Section for the type of pipe.

**C. Signs**

1. Signs shall be weatherproof.

**PART 3 EXECUTION****3.01 INSTALLATION****A. General**

1. Unless otherwise shown or specified, the Contractor may employ any one of jacking, tunneling or boring methods within the limits shown for the installation of the casing.
  - a. The remaining portion of the casing may be constructed by open cut method in a sheeted trench.
2. Installation of the casing pipe shall be carried out without disturbance of the embankment, pavement, tracks or other railroad or highway facilities and without obstructing the passage of traffic at any time.
3. The casing pipe shall be maintained accurately to line and grade during the installation operation.
4. The casing shall be advanced from the lower end.
5. The use of water or other liquid, except bentonite slurry with prior approval of the Engineer, to facilitate casing placement or spoil removal is prohibited.
6. Dewatering shall be in accordance with the Section entitled "Earthwork".

**B. Jacking**

1. The jacking force shall be properly distributed through the jacking frame to the casing and parallel with the axis.
2. The soil shall be trimmed with care and shall not precede the jacking operation, to insure a minimum disturbance to the natural soils adjacent to the casing.
  - a. No augering will be allowed.

**C. Tunneling**

1. Excavation shall be in such a manner that voids behind the liner plates shall be held to a minimum.
2. Poling plates shall be used as necessary to prevent caving of material above the tunnel prior to liner plate installation.
  - a. Poling plates shall not be driven into the unexcavated material.
3. Liner plates shall be installed as soon as excavation proceeds the necessary distance for the next set of plates.
4. Grout plugs shall be placed on approximately 4-foot centers, at the top, bottom and on the spring line.
  - a. Grout holes shall be not less than 1-inch diameter.

- b. Voids between the liner plates and the excavation shall be filled with a 1:6 cement grout placed under pressure.
        - c. Not more than 6 lineal feet of tunnel shall progress beyond the grouting.
  - 5. Tunneled casings shall have a foundation of Class "C" concrete placed for the entire length of the interior of the casing.
    - a. The leveling course shall be at such an elevation that the carrier pipe, when installed, shall be at the grade specified.
- D. Boring
  - 1. Boring shall consist of pushing the casing with an auger rotating within to remove the spoil.
  - 2. The auger or cutting head shall not lead the casing and shall be removable from within the casing.
  - 3. The face of the cutting head shall be arranged to provide reasonable obstruction to the free flow of soft or poor materials.
- E. Pressure Carrier Pipe
  - 1. No contact shall be permitted between the casing and the carrier pipe.
    - a. Casing spacers shall be used between the casing pipe and carrier pipe. Spacers shall be manufactured by Pipeline Seal & Insulator, Inc. (PSI) of Houston Texas, or equal and be of the type to separate dissimilar metals and keep the carrier pipe centered within the casing. The spacers shall be installed within the casing in the quantity and at the locations recommended by the manufacturer.
    - b. Both ends of the casing pipe shall be sealed with rubber boot "End Seals" by PSI or equal, held in place by stainless steel bands/clamps.
- F. Non-Pressure Carrier Pipe
  - 1. No contact shall be permitted between the casing and the carrier pipe.
    - a. Casing spacers shall be used between the casing pipe and carrier pipe. Spacers shall be manufactured by Pipeline Seal & Insulator, Inc. (PSI) of Houston Texas, or equal and be of the type to separate dissimilar metals and keep the carrier pipe centered within the casing. The spacers shall be installed within the casing in the quantity and at the locations recommended by the manufacturer.
    - e. Both ends of the casing pipe shall be sealed with rubber boot "End Seals" by PSI or equal, held in place by stainless steel bands/clamps.

-END OF SECTION-

**SECTION 02502**  
**RESTORATION OF SURFACES**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. This Section includes restoration and maintenance of all types of surfaces, sidewalks, curbs, gutters, culverts and other features disturbed, damaged or destroyed during the performance of the work under or as a result of the operations of the Contract.
- B. The quality of materials and the performance of work used in the restoration shall produce a surface or feature equal to the condition of each before the work began.

**1.02 REFERENCES**

- A. Materials and installation shall be in accordance with the latest revisions of the following codes, standards and specifications, except where more stringent requirements have been specified herein:
  - 1. American Society for Testing and Materials (ASTM)
    - a. D698 - Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft<sup>3</sup>) (600 kN-m/m<sup>3</sup>)

**1.03 SUBMITTALS**

- A. In addition to those submittals identified in the General Provisions, the following items shall be submitted:
  - 1. A schedule of restoration operations. After an accepted schedule has been agreed upon it shall be adhered to unless otherwise revised with the approval of the Engineer.

**PART 2 PRODUCTS**

NOT USED

**PART 3 EXECUTION**

**3.01 GENERAL**

- A. In general, permanent restoration of paved surfaces will not be permitted until one months' time has elapsed after excavations have been completely backfilled as specified. A greater length of time, but not more than nine months may be allowed to elapse before permanent restoration of street surfaces is undertaken, if additional time is required for shrinkage and settlement of the backfill.
- B. The replacement of surfaces at any time, as scheduled or as directed, shall not relieve the Contractor of responsibility to repair damages by settlement or other failures.



**3.02 TEMPORARY PAVEMENT**

- A. Immediately upon completion of refilling of the trench or excavation, the Contractor shall place a temporary pavement over all disturbed areas of streets, driveways, sidewalks, and other traveled places where the original surface has been disturbed as a result of his operations.
- B. Unless otherwise specified or directed the temporary pavement shall consist of compacted run-of-crusher limestone to such a depth as required to withstand the traffic to which it will be subjected.
- C. Where concrete pavements are removed, the temporary pavement shall be surfaced with "cold patch". The surface of the temporary pavement shall conform to the slope and grade of the area being restored.
- D. For dust prevention, the Contractor shall treat all surfaces, not covered with cold patch, as frequently as may be required.
- E. The temporary pavement shall be maintained by the Contractor in a safe and satisfactory condition until such time as the permanent paving is completed. The Contractor shall immediately remove and restore all pavement as shall become unsatisfactory.

**3.03 PERMANENT PAVEMENT REPLACEMENT**

- A. The permanent and final repaving of all streets, driveways and similar surfaces where pavement has been removed, disturbed, settled or damaged by or as a result of performance of the Contract shall be repaired and replaced by the Contractor, by a new and similar pavement.
  - 1. The top surface shall conform with the grade of existing adjacent pavement and the entire replacement shall meet the current specifications of the local community for the particular types of pavement.
  - 2. Where the local community has no specification for the type of pavement, the work shall be done in conformity with the State Department of Transportation Standard which conforms the closest to the type of surfacing being replaced, as determined by the Engineer.

**3.04 PREPARATION FOR PERMANENT PAVEMENT**

- A. When scheduled and within the time specified, the temporary pavement shall be removed and a base prepared, at the depth required by the local community or Highway Permit, to receive the permanent pavement.
  - 1. The base shall be brought to the required grade and cross-section and thoroughly compacted before placing the permanent pavement.
  - 2. Any base material which has become unstable for any reason shall be removed and replaced with compacted base materials.
- B. Prior to placing the permanent pavement all service boxes, manhole frames and covers and similar structures within the area shall be adjusted to the established grade and cross-section.

- C. The edges of existing asphalt pavement shall be cut a minimum of 1 foot beyond the excavation or disturbed base whichever is greater.
  - 1. All cuts shall be parallel or perpendicular to the centerline of the street.

### **3.05 ASPHALT PAVEMENT**

- A. The permanent asphalt pavement replacement for streets, driveways and parking area surfaces shall be replaced with bituminous materials of the same depth and kind as the existing unless otherwise specified.
- B. Prior to placing of any bituminous pavement a sealer shall be applied to the edges of the existing pavement and other features.
- C. The furnishing, handling and compaction of all bituminous materials shall be in accordance with the State Department of Transportation Standards.

### **3.06 CONCRETE PAVEMENT AND PAVEMENT BASE**

- A. Concrete pavements and concrete bases for asphalt, brick or other pavement surfaces shall be replaced with Class "B" Concrete, air-entrained.
- B. Paving slabs or concrete bases shall be constructed to extend 1 foot beyond each side of the trench and be supported on undisturbed soil. Where such extension of the pavement will leave less than 2 feet of original pavement slab or base, the repair of the pavement slab or base shall be extended to replace the slab to the original edge of the pavement or base unless otherwise indicated on the Contract Drawings.
- C. Where the edge of the pavement slab or concrete base slab falls within the excavation, the excavation shall be backfilled with Special Backfill compacted to 95% maximum dry density as determined by ASTM D 698 up to the base of the concrete.
- D. The new concrete shall be of the same thickness as the slab being replaced and shall contain reinforcement equal to the old pavement.
  - 1. New concrete shall be placed and cured in accordance with the applicable provisions of the State Department of Transportation Standards.

### **3.07 STONE OR GRAVEL PAVEMENT**

- A. All pavement and other areas surfaced with stone or gravel shall be replaced with material to match the existing surface unless otherwise specified.
  - 1. The depth of the stone or gravel shall be at least equal to the existing.
  - 2. After compaction the surface shall conform to the slope and grade of the area being replaced.

### **3.08 CONCRETE WALKS, CURBS AND GUTTER REPLACEMENT**

- A. Concrete walks, curbs and gutters removed or damaged in connection with or as a result of the construction operations shall be replaced with new construction.
  - 1. The minimum replacement will be a flag or block of sidewalk and 5 feet of curb or gutter.

- B. Walks shall be constructed of Class "B" concrete, air-entrained with KY-DOT #2 stone aggregate on a 4-inch base of compacted gravel or stone.
  - 1. The walk shall be not less than 4 inches in thickness or the thickness of the replaced walk where greater than 4 inches, shall have construction joints spaced not more than 25 feet apart, shall have expansion joints spaced not more than 50 feet apart and shall be sloped at right angles to the longitudinal centerline approximately inch per foot of width.
- C. 1/2-inch expansion joint material shall be placed around all objects within the sidewalk area as well as objects to which the new concrete will abut, such as valve boxes, manhole frames, curbs, buildings and others.
- D. Walks shall be hand-floated and broom-finished, edged and grooved at construction joints and at intermediate intervals matching those intervals of the walk being replaced.
  - 1. The intermediate grooves shall be scored a minimum of 1/4 of the depth of the walk.
  - 2. The lengths of blocks formed by the grooving tool, and distances between construction and expansion joints shall be uniform throughout the length of the walk in any one location.
- E. The minimum length of curb or gutter to be left in place or replaced shall be 5 feet. Where a full section is not being replaced, the existing curb or gutter shall be saw cut to provide a true edge.
  - 1. The restored curb or gutter shall be the same shape, thickness and finish as being replaced and shall be built of the same concrete and have construction and expansion joints as stated above for sidewalks.
- F. All concrete shall be placed and cured as specified in the Section for concrete.

### **3.09 LAWNS AND IMPROVED AREAS**

- A. The area to receive topsoil shall be graded to a depth of not less than 4 inches or as specified, below the proposed finished surface.
  - 1. If the depth of existing topsoil prior to construction was greater than 4 inches, topsoil shall be replaced to that depth.
- B. The furnishing and placing of topsoil, seed and mulch shall be in accordance with the Section entitled "Topsoil and Seeding".
- C. When required to obtain germination, the seeded areas shall be watered in such a manner as to prevent washing out of the seed.
- D. Any washout or damage which occurs shall be regraded and reseeded until a good sod is established.
- E. The Contractor shall maintain the newly seeded areas, including regrading, reseeding, watering and mowing, in good condition.

**3.10 CULTIVATED AREA REPLACEMENT**

- A. Areas of cultivated lands shall be graded to a depth to receive topsoil of not less than the depth of the topsoil before being disturbed. All debris and inorganic material shall be removed prior to the placing of the topsoil.
- B. The furnishing and placing of topsoil shall be in accordance with the Section entitled "Topsoil and Seeding".
- C. After the topsoil has been placed and graded, the entire area disturbed during construction shall be cultivated to a minimum depth of 12-inches with normal farm equipment.
  - 1. Any debris or inorganic materials appearing shall be removed.
  - 2. The removal of stones shall be governed by the adjacent undisturbed cultivated area.
- D. Grass areas shall be reseeded using a mixture equal to that of the area before being disturbed, unless otherwise specified.

**3.11 OTHER TYPES OF RESTORATION**

- A. Trees, shrubs and landscape items damaged or destroyed as a result of the construction operations shall be replaced in like species and size.
  - 1. All planting and care thereof shall meet the standards of the American Association of Nurserymen.
- B. Water courses shall be reshaped to the original grade and cross-section and all debris removed. Where required to prevent erosion, the bottom and sides of the water course shall be protected.
- C. Culverts destroyed or removed as a result of the construction operations shall be replaced in like size and material and shall be replaced at the original location and grade. When there is minor damage to a culvert and with the consent of the Engineer, a repair may be undertaken, if satisfactory results can be obtained.
- D. Should brick pavements be encountered in the work, the restoration shall be as set forth in the Special Provisions or as directed.

**3.12 MAINTENANCE**

- A. The finished products of restoration shall be maintained in an acceptable condition for and during a period of one year following the date of Substantial Completion or other such date as set forth elsewhere in the Contract Documents.

-END OF SECTION-

**SECTION 02510****DUCTILE IRON WATER MAIN INSTALLATION****PART 1 - GENERAL****1.01 SCOPE OF WORK:**

- A. The Contractor shall, unless specified otherwise, furnish all material, equipment, tools, and labor necessary to do the work required under this standard and unload, haul, and distribute all ductile iron pipe, castings, fittings, and accessories including restrained joint ductile iron pipe. The Contractor shall also perform all necessary excavation; maintain all traffic control; sheet, brace, and support the adjoining ground or structures where necessary; handle all drainage or ground water; provide barricades, guards, and warning lights; lay and test the pipe, castings, fittings, valves, hydrants, and accessories; backfill and consolidate the trenches and pits; restore the ground surface unless otherwise stipulated; remove surplus excavated material, clean the site of work; and maintain the street or other surface over the trenches as specified.
- B. The Contractor shall also furnish all equipment, tools, labor and materials required to rearrange branch connections to main sewers, or to rearrange sewers, conduits, ducts, pipe, or other structures in accordance with the contract drawings and stipulations included herein. This includes both known and unknown underground structures and conduits.
- C. Ductile iron pipe shall be manufactured in the United States of America in accordance with the latest revision of ANSI/AWWA C151/A21.51. The raw material for ductile iron shall have an average minimum recycled content consisting of 90% scrap iron and steel. The manufacturer must be a member in good standing of the Ductile Iron Pipe Research Association (DIPRA).

**1.02 RELATED WORK SPECIFIED ELSEWHERE:**

- A. Excavation: Section 02222
- B. Trenching, Backfilling, and Compacting: Section 02226
- C. Polyethylene Wrap: Section 02260
- D. Pipe Fittings Installation: Section 02600

**PART 2 - EXECUTION****2.01 INSTALLING DUCTILE IRON PIPE:**

- A. Inspection:
  - 1. Shop Inspection - All materials furnished to the Contractor are subject, at the discretion of the OWNER, to inspection and approval at the manufacturer's plant. All pipes larger than 36" ID must pass full-length gauge test for roundness. (Industry standard is 10% of pipe is guaranteed gauge full length (GFL); also it is the OD not ID)
  - 2. Field Inspection - All pipe and accessories shall be laid, joined, and tested under pressure for defects and leakage in the manner specified and in the presence of, and as approved by the ENGINEER.

B. Responsibility for Material:

1. Responsibility for Material Furnished by Contractor - The Contractor shall be responsible for all material furnished by him and shall replace at his own expense all such material found defective in manufacture or damaged in handling after delivery by the manufacturer. This shall include the furnishings of all material and labor required for the replacement of installed material discovered defective prior to the final acceptance of the work.
2. Responsibility for Material Furnished by Owner - The Contractor's responsibility for material furnished by the OWNER shall begin at the point of its delivery to the Contractor. Materials already on the site shall become the contractor's responsibility on the day of the award of the contract. The Contractor shall examine all material furnished by the Owner at the time and place of delivery to him and shall reject all defective material. Any material furnished by the Owner and installed by the Contractor without discovery of such defects will, if found defective prior to final acceptance of the work, be replaced with sound material by the Owner unless damaged by the Contractor. The Contractor, however, shall, at his own expense, furnish all supplies, labor, and facilities necessary to remove said defective material and install the sound material in a manner satisfactory to the Engineer.
3. Responsibility for Safe Storage - The Contractor shall be responsible for the safe storage of material furnished by or to him and accepted by him, and intended for the work, until it has been incorporated in the completed project. The interior of all pipe, fittings, and other accessories shall be kept free from dirt and foreign matter at all times. Valves and hydrants shall be drained and stored in a manner that will protect them from damage by freezing.
4. Replacement of Damaged Material - Any material furnished by the Owner that is damaged after acceptance by the Contractor shall be replaced by the Contractor at his own expense.

C. Handling of Material:

1. Hauling:
  - a. All materials furnished by the Contractor shall be delivered and distributed at the site by the Contractor. Materials furnished by the Owner shall be picked up by the Contractor, at points designated in the purchaser's addendum to this standard, and hauled to and distributed at the site, unless otherwise stated.
  - b. Ductile iron pipe, fittings, valves, hydrants, and accessories shall be loaded and unloaded by lifting with hoists or skidding so as to avoid shock or damage. Under no circumstances shall such materials be dropped. Pipe handled on skidways shall not be skidded or rolled against pipe already on the ground.
2. Unloading at Site of Work - Pipe shall be so handled that the coating and lining will not be damaged. If, however, any part of the coating or lining is damaged, the repair shall be made by the CONTRACTOR at his expense in a manner satisfactory to the ENGINEER.

D. Alignment and Grade:

1. General - The water main shall be laid and maintained to the required lines and grades with fittings, valves, hydrants, and other appurtenances at the required locations; spigot centered in bells; and all hydrants, valve stems and air release valves plumb.

2. Deviations Occasioned by Other Structures - Whenever obstructions not shown on the plans are encountered during the progress of the work and interfere to such an extent that an alteration in the plans is required, the Engineer shall have the authority to change the plans and order a deviation from the line and grade or arrange with the owners of the structures for the removal, relocation, or reconstruction of the obstructions. If the change in plans results in a change in the amount of work by the Contractor, such altered work shall be done on the basis of payment to the Contractor for extra work or credit to the OWNER for less work. Whenever possible, a minimum of eighteen inches (18") vertical clearance shall be maintained between the water main and any perpendicular conduits. When 18" of vertical separation from sanitary or storm sewers cannot be obtained, the water main shall be encased with a minimum of six inches (6") of concrete. for a minimum of ten feet (10') each side of the conduit being crossed.
3. Caution in Excavation - The Contractor shall proceed with caution in the excavation and preparation of the trench so that the exact location of underground structures, both known and unknown, may be determined, and he shall be responsible for the repair of such structures when broken or otherwise damaged because of carelessness on his part..
4. Subsurface Exploration - Whenever, in the opinion of the Engineer, it is necessary to explore and excavate to determine the location of existing underground structures, the Contractor shall make explorations and excavations for such purposes. The Contractor shall not be allowed extra compensation. All excavation is unclassified.
5. Depth of Pipe/Cover - In general, water mains shall be laid with a minimum cover of 36" above the top of the main, unless otherwise noted on the Drawings, i.e. for minimum separation between water main and other utilities, connections to existing mains, valve locations, or when required by Kentucky Department of Highways, i.e. ditch lines and borings shall be 42" minimum cover.

E. Laying:

1. Laying conditions shall be in accordance with "Standard Laying Conditions for Ductile Iron Pipe" AWWA/ANSI C150/A21.50. The minimum requirement for laying conditions is Type 3, Type 5 laying condition is also required under pavements (roadways and driveways), regardless of the pipe size.
2. Lowering of Water Main Material into Trench:
  - a. Proper implements, tools, and facilities satisfactory to the ENGINEER shall be provided and used by the CONTRACTOR for the safe and convenient performance of the work. All pipe, fittings, hydrants, and valves shall be carefully lowered into the trench piece by piece by means of a derrick, ropes, or other suitable tools or equipment, in such a manner as to prevent damage to water main materials and protective coatings and linings. Under no circumstances shall water main materials be dropped or dumped into the trench.
  - b. If damage occurs to any pipe, fittings, hydrants, valves, or water main accessories in handling, the damage shall be immediately brought to the Engineers attention. The ENGINEER shall prescribe corrective repairs or rejection of the damaged items.
3. Every precaution shall be taken to prevent foreign material from entering the pipe while it is being placed in the trench. If the pipe laying crew cannot put the pipe into

the trench and in place without getting foreign material into it, the ENGINEER may require that before lowering the pipe into the trench, a heavy lightly woven canvas bag or other suitable material be placed over each end of the pipe and left there until the connection is to be made to the adjacent pipe. During laying operations, no debris, tools, clothing or other materials shall be placed in the pipe.

4. Inspection Before Installation - All pipe and fittings shall be carefully examined for cracks and other defects while suspended above the trench immediately before installation into final position. Spigot ends shall be examined with particular care as this area is the most vulnerable to damage from handling. Defective pipe or fittings shall be laid aside for inspection by the ENGINEER who will prescribe corrective repairs or rejection.
5. As each length of pipe is placed in the trench, the spigot end shall be centered in the bell and the pipe forced "home" and then adjusted to correct line and grade. The pipe shall be secured in place with approved backfill materials tamped under it except at the open bell. Precautions shall be taken to prevent dirt from entering the joint space.
6. At times when pipe laying is not in progress, the open ends of pipe shall be closed by a watertight plug or other means approved by the ENGINEER. This provision shall apply during the lunch break as well as overnight. If water is in the trench, the plug shall remain in place until the trench is pumped completely dry.
7. Cutting of Pipe:
  - a. The cutting of pipe for inserting valves, fittings, or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe or cement lining and so as to leave a smooth end at right angles to the axis of the pipe.
  - b. Cutting shall be done with an appropriate circular power saw with the proper blade.
  - c. Flame cutting of pipe by means of an oxyacetylene torch shall not be allowed.
8. Bell Ends to Face Direction of Laying - Pipe shall be laid with bell ends facing in the direction of laying, unless directed otherwise by the ENGINEER. Where pipe is laid on a grade of ten (10) percent or greater, the laying shall start at the bottom and shall proceed upward with the bell ends of the pipe upgrade.
9. Blocking - Under no circumstances shall laying of pipe on blocks be permitted.

F. Joints:

1. Joining of Mechanical Joint Pipe and Fittings:
  - a. Cleaning and Assembly of Joint - All lumps, blisters, excess coating, grit, oil, grease, and other foreign material shall be removed from at least the last 8 inches of the bell and spigot ends of each pipe. The outside of the spigot and the inside of the bell shall be wire brushed and thoroughly cleaned and dried before the pipe is laid. The cast iron gland shall then be slipped on the spigot end of the pipe with the lip extension of the gland toward the bell end. The rubber gasket shall be placed on the spigot end with the thick edge toward the gland.



- b. Bolting of Joint - The entire section of the pipe shall be pushed forward to seat the spigot end into the bell. The gasket shall then be pressed into place within the bell; care shall be taken to locate the gasket evenly around the entire joint. The cast iron gland shall be moved along the pipe into position for bolting; then all of the bolts shall be inserted and the nuts finger tightened. All nuts shall then be tightened with a suitable (preferably torque-limiting) wrench. The torque for 3/4" size bolts shall be 75-90 foot - lbs. Nuts spaced 180 degrees apart shall be tightened alternately in order to produce an equal pressure on all parts of the gland.
- c. Permissible Deflection in Mechanical Joint Pipe - Whenever it is desirable to deflect mechanical joint pipe, the amount of deflection shall not exceed the maximum limits shown in Table 1 below. Pipe sections shall always be properly jointed and pushed "home" with their axes parallel (straight) before deflecting the joint--even if this necessitates extra excavation. Bolts shall be hand tightened before the joint is deflected.

TABLE 1

<u>Size Pipe</u>	<u>18 Ft. Length</u>	<u>20 Ft. Length</u>
6"	27"	30"
8"	20"	22"
10"	20"	22"
12"	20"	22"
14"	13 1/2"	15"
16"	13 1/2"	15"
18"	11"	--
20"	11"	--
24"	9"	--

## 2. Joining of Push-On Joint Pipe:

- a. Cleaning and Assembly of Joints - All lumps, blisters, excess coating, grit, oil, grease, and other foreign material shall be removed from at least the last 8 inches of the bell and spigot ends of each pipe. The outside of the spigot and the inside of the bell shall be wire brushed and thoroughly cleaned and dried before the pipe is laid. The circular rubber gasket shall be flexed inward and inserted in the gasket recess of the bell socket with the thick end faced toward the spigot end of the pipe.

A thin film of gasket lubricant shall be applied to either the inside surface of the gasket or the spigot end of the pipe or both. Gasket lubricant shall be supplied in sterile containers by the pipe manufacturer and approved by the ENGINEER.

The spigot end of the pipe shall be inserted into the socket using care to keep the joint from contacting the ground. The joint shall then be completed by forcing the plain end to the proper depth of the socket with a forked tool or jack-type tool or other device approved by the ENGINEER.

Pipe that is not furnished with a depth mark shall be marked before assembly to assure that the spigot end is inserted to the full depth of the joint. Field cut pipe lengths shall be filed or ground to resemble the spigot end as manufactured for such pipe.

- b. Permissible Deflection in Push-On Joint Pipe - Whenever it is desirable to deflect push-on joint pipe, the amount of deflection shall not exceed the maximum limits shown in Table 2 below. Pipe sections shall always be properly jointed and pushed "home" with their axes parallel (straight) before deflecting the joint--even if this necessitates extra excavation.

TABLE 2

Maximum Permissible Deflection in Laying Push-On Joint Pipe

<u>Size Pipe</u>	<u>18 Ft. Length</u>	<u>20 Ft. Length</u>
6"	19"	21"
8"	19"	21"
10"	19"	21"
12"	19"	21"
14"	11"	21"
16"	11"	21"
18"	11"	21" --
20"	11"	21"--
24"	11"	21"--

END OF SECTION

**SECTION 02600****PIPE, FITTINGS AND INSTALLATION****PART 1 - GENERAL****1.01 SCOPE**

A. Furnish all labor, materials, equipment and incidentals necessary to install and test pipe and fittings as shown on the Drawings and required by the Specifications.

B. Piping shall be located substantially as shown. The Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference between pipes or for other reasons.

250

**1.02 RELATED WORK SPECIFIED ELSEWHERE:**

A. Excavation: Section 02222

B. Trenching, Backfilling, and Compacting: Section 02226

C. Polyethylene Wrap: Section 02260

D. Ductile Iron Water Main Installation: Section 02510

**PART 2 - PRODUCTS****2.01 DUCTILE IRON PIPE (D.I.P.) AND FITTINGS**

A. Ductile iron pipe (D.I.P.) shall conform to ANSI/AWWA C150/A21.50, ANSI/AWWA C151/A21.51 Standard. The pipe shall conform to thickness class 250 unless noted otherwise. All pipe, fittings and joints should be capable of accommodating pressure up to 250 psi. Joint restraints required. *SEE SECTION 01600 MATERIAL AND EQUIPMENT for APPROVED MANUFACTURE.* All pipe shall be manufactured domestically in the USA.

B. Ductile iron mechanical joint fittings shall have a body thickness and radii of curvature conforming to ANSI A21.10 and have joints in accordance with ANSI/AWWA C111.A21.11. C-153 Compact fittings and joints shall be supplied with all accessories.

C. Cement mortar lining and seal coating for pipe and fittings, where applicable, shall be in accordance with Latest Edition ANSI/AWWA 21.04/C104 Asphaltic outside coating shall be in accordance with ANSI/AWWA C151/A21.51 for pipe and ANSI/AWWA C110/A21.10 for fittings.

D. All ductile fittings shall be rated at 350 psi water working pressure. Ductile iron fittings shall be ductile cast-iron grade 80-60-03 per ASTM Specification A339-55.

F. No separate pay item has been established for fittings and no determination of the number of fittings required on the job has been made. The Contractor, during the bidding phase, shall determine the number of fittings required on the job and include the cost of the fittings and installation in the unit price for pipe.

G. Push-on type joints shall be single rubber gasket, with cast gasket socket and recessed bell with a tapered annular opening and flared socket and shall conform to ANSI/AWWA C111/A21.11. Plain spigot ends shall be suitably beveled to permit easy entry into the bell, centering and compressing the gasket.

H. Ductile iron flanged joint pipe shall conform to ANSI/AWWA C115/A 21.15 Standard and have a Cl. 53 Flanged joint and 250psi rated working pressure and gaskets with a thickness of 1/8-inch. Flange bolts shall conform to ANSI B16.1.

I. Flanged fittings shall meet all requirements of ANSI/AWWA C110/A21.10 and have Class 125 flanges. Fittings shall accommodate a working pressure up to 250 psi and be supplied with all accessories.

J. River crossing pipe shall be ductile iron with American Flex-Ring Joint, or equal. The joint shall be boltless with restraint. All pipe components shall be rugged, high strength ductile iron. The barrel is cast of 60-42-10 ductile iron in accordance with American National Standard A21.51. The bell, ball, and retainer are cast of 70-50-05 ductile iron in accordance with the applicable requirements of American National Standard A21.10. The gasket will be of high-quality rubber and symmetrical in shape. The first and last section of river crossing pipe shall be furnished with ends suitable for connection to the remaining system piping.

K. Restraint glands or fittings shall be either "Meg-a-Lug" or "Series 100" or "Series 1200" as manufactured by EBBA Iron Sales, Inc., Eastland, Texas.

L. Restrained Joint Pipe:

1. When joint restraint for a 4-inch through 24-inch push-on joint pipe installation is required by the specifications or indicated on the plans, restrained push-on joint pipe and restrained mechanical joint fittings utilizing ductile iron components shall be provided. All pipe in the vicinity of a series of two or more bends and all pipe at ends left for future connections shall have restrained push-on joints for lengths, as recommended by the Engineer or pipe manufacturer, sufficient to withstand the test pressure with no thrust blocking. Use of the "Thrust Restraint Design for Ductile Iron Pipe" computer program by Ductile Iron Pipe Research Association, Birmingham Alabama, to determine a restraint distance is suggested. All other tees, bends, and dead-ends shall have concrete thrust blocking.
2. Restrained Joints shall be Amarillo Fast-Grip gasket (for 30" and smaller pipe), Flex-Ring, Field Flex-Ring, or approved equal. Restrained joint gaskets shall be colored, non-black. The color shall be consistent throughout the entire cross section of the gasket and not be attained by surface coating; the color shall be inherent within the rubber. Gaskets shall meet applicable requirements of AWWA/ANSI C111/A21.11 and shall be ANSI/NSF Standard 61 certified. Restrained gaskets shall be manufactured in the United States. Restrained joints shall be rated at a minimum as follows:
  - 350 psi for 4"-18" diameter
  - 250 psi for 20"-36" diameter
3. Restrained joint fittings shall be ductile iron in accordance with applicable requirements of ANSI/AWWA C153/A21.10 with the exception of the manufacturer's proprietary design dimensions. Push-on joints for such fittings shall be in accordance with ANSI/AWWA C111/A21.11.
4. Restrained push-on joints for pipe and fittings shall be designed for a water working pressure of 350 psi in sizes 4" through 12" and 250 psi for sizes 16" through 54".

5. Restrained push-on joint pipe and fittings shall be capable of being deflected after assembly.

M. Manufactures (or Approved Equal):

1. U.S ,Pipe
2. McWane
3. American Cast Iron Pipe Company
4. All others shall submit technical specifications and affidavit of compliance that the pipe meets AWWA specifications as listed and all other specifications listed herein.

## 2.02 POLYVINYL CHLORIDE (PVC) PIPE (SDR 21 AND SDR 17)

A. Polyvinyl chloride (PVC) pipe for water mains shall be Class 200 (SDR 21) or Class 250 (SDR 17) PVC pressure rated pipe as shown on the Drawings or indicated in the proposal form with either twin gasket joints or integral bell joints with rubber O-ring seals.

B. All PVC pipe shall conform to the latest revisions of ASTM D-1784 (PVC Compounds), ASTM D-2241 (PVC Plastic Pipe, SDR) and ASTM D-2672 (Bell-End PVC Pipe). Rubber gasketed joints shall conform to ASTM D-3139. The gaskets for the PVC pipe joint shall conform to ASTM F-477 and D-1869.

C. Couplings shall be furnished by the pipe manufacturer and shall accommodate the pipe for which they are used. Rubber gasket joints shall provide adequate expansion to allow for a 50 degree change in temperature on one length of pipe. Lubrication for rubber connected couplings shall be water soluble, non-toxic, be non-objectionable in taste and odor and have no deteriorating affect on the PVC or rubber gaskets and shall be as supplied by the pipe manufacturer. Couplings shall conform to ASTM D-3139; SDR-21, 200 psi.

D. All pipe and couplings shall bear identification markings that will remain legible during normal handling, storage and installation, which have been applied in a manner that will not reduce the strength of the pipe or coupling or otherwise damage them. Pipe and coupling markings shall include the normal size and OD base, material code designation, dimension ratio number, ASTM Pressure Class, ASTM designation number for this standard, manufacturer's name or trademark, seal (mark) of the testing agency that verified the suitability of the pipe material for potable-water service. Each marking shall be applied at intervals of not more than 5 feet for the pipe and shall be marked on each coupling.

## 2.03 POLYVINYL CHLORINE (PVC) PIPE - C.I. PIPE SIZE DR14 AND DR 18

A. Pipe shall meet the requirements of AWWA C-900 Polyvinyl Chlorine (PVC) Pressure Pipe. All Class 200 pipe shall meet the requirements of DR 14 and all Class 150 pipe shall meet the requirements of DR 18. Joints shall be integral bell or twin gasket joints with rubber O-ring seals.

B. All pipe shall be suitable for use as a pressure conduit. Provisions must be made for expansion and contractions at each joint with an elastomeric ring. The bell shall consist of an integral wall section with a solid cross-section elastomeric ring which meets the requirements of ASTM D-1869 and F-477. The bell section shall be designed to be at least as strong as the pipe wall. Sizes and dimensions shall be as shown in this specification.

C. Gaskets and lubricants intended for use with PVC pipe and couplings shall be made from materials that are compatible with the plastic material and with each other when used together, will not support the growth of bacteria, and will not adversely affect the potable qualities of the water that is to be transported. Gaskets and lubricants shall be supplied by the pipe manufacturer.

D. Physical Requirements:

1. Standard Laying Lengths - Standard laying lengths shall be 20 ft. (plus or minus 1") for all sizes. The total footage of pipe of any class and size shall be furnished in standard lengths. Each length of pipe shall be tested to four times the class pressure of the pipe for minimum of 5 second. The integral bell shall be tested with the pipe.
2. Pipe Stiffness - The pipe stiffness using F/y for PVC class water pipe shall be as follows:

<u>Class</u>	<u>DR</u>	<u>F/y</u>
200	14	815
150	18	364

3. Quick Burst Test - Randomly selected tested in accordance with ASTM D-1599 shall withstand without failure pressures listed below when applied in 60 - 70 seconds. Class 150 shall have a minimum burst pressure of 755 psi and Class 200 shall have a minimum burst pressure of 986 psi at 73 degrees F. for all sizes.
4. Drop Impact Test - Pipe shall withstand without failure at 73 degrees F. an impact of 120 ft/lbs created by a falling 12 lb missile with a 2" radius nose without visible evidence of shattering or splitting.

E. All pipe and couplings shall bear identification markings that will remain legible during normal handling, storage and installation, which have been applied in a manner that will not reduce the strength of the pipe or coupling or otherwise damage them. Pipe and coupling markings shall include the nominal size and OD base, material code designation, dimension ratio number, AWWA Pressure Class, AWWA designation number for this standard, manufacturer's name or trademark, seal (mark) of the testing agency that verified the suitability of the pipe material for potable-water service. Each marking shall be applied at intervals of not more than 5 feet for the pipe and shall be marked on each coupling.

#### 2.04 DUCTILE IRON MECHANICAL JOINT FITTINGS FOR PVC PIPE

A. General: Cast-iron mechanical joints shall conform to the latest revision of ANSI A21.11 for centrifugally cast-iron water pipe.

1. 3" to 12". All Working Pressures: Fittings shall conform to ASA Specification A21.10 for 250 psi water working pressure plus water hammer.
2. Fittings 12" and Over, for 150 psi and Less WWP: Fittings for use on 150 psi WWP pipe shall be AWWA Class D Pattern.
3. Fittings 12" and Larger, for 200 psi and Above WWP: Fittings shall be ductile iron or gray iron rated at 250 psi water working pressure plus water hammer. Ductile iron fittings only will be used with ductile iron pipe.

B. All ductile iron fittings shall be rated at 250 psi water working pressure plus water hammer. Ductile iron fittings shall be ductile cast-iron grad 80-60-03 per ASTM Specification A33955. All fittings for connection to PVC pipe-all classes, shall be ductile iron.

C. No separate pay item has been established for fittings and no determination of the number of fittings required on the job has been made. The Contractor, during the bidding phase, shall determine the number of fittings required on the job and include the cost of the fittings and installation in the unit price for pipe.

D. Lining and Coating: All mechanical joint fittings shall be cement lined and bituminous seal coated per Federal Specification WW-P-421b and ASA Specification A421.40 (AWWA C104). Bituminous outside coating shall be in accordance with ANSI/AWWA C110/A21.10.

## **2.05 HIGH-DENSITY POLYETHYLENE - AWWA APPROVED POTABLE WATER PIPE**

A. General: This section is for High-density Polyethylene AWWA C906 and NSF 14 Approved Pipe for Potable Water Service in Sizes 4" to 24" DIPS (Ductile Iron Pipe Size) and defines the characteristics and properties of high-density polyethylene pipe. This specification governs the material, pipe, fittings, butt fusion, and general construction practice for HDPE piping systems.

Pipe shall have a hydrostatic design stress rating of 800 psi based on a material with a 1,600 psi at 23° hydrostatic design basis as determined in accordance with ASTM D-2837.

Fittings shall be molded or fabricated from material meeting the same standards as the pipe.

Joints shall be made by the thermal butt fusion system. All joints shall be completely watertight, airtight and as strong as or stronger than the pipe wall, in strict accordance with the manufacturer's recommendations.

Sections of polyethylene pipe shall be joined into continuous lengths on the job site above ground. The joining method shall be the heat fusion method and shall be performed in strict accordance with the pipe manufacturer's recommendations. The heat fusion equipment used in the joining procedures shall be capable of meeting all conditions recommended by the pipe manufacturer, including, but not limited to, temperature requirements of 400°F, alignment, and 150 psi interfacial fusion pressure.

Heat fusion joining shall be 100% efficient offering a joint weld strength equal to or greater than the tensile strength of the pipe. Socket fusion shall not be used.

B. References: Where all or part of a Federal, ASTM, ANSI, AWWA, etc., standard specification is incorporated by reference in these Specifications, the reference standard shall be the latest edition and revision and considered a part of these specifications.

C. Material: Materials used for the manufacture of polyethylene pipe and fittings shall be extra high molecular weight, high density PE 3408 polyethylene resin. The material shall be listed by PPI (Plastics Pipe Institute, a division of the Society of the Plastics Industry) in PPI TR-4 with a 73°F hydrostatic design basis of 1,600 psi and a 140°F hydrostatic design basis of 800 psi. The PPI listing shall be in the name of the pipe manufacturer and shall be based on ASTM D 2837 testing.

D. Pipe and Fittings: Qualification of Manufacturers. The Manufacturer shall have manufacturing and quality assurance facilities capable of producing and assuring the quality of the pipe and fittings required by these Specifications. The Manufacturer's production facilities shall be open for inspection by the Owner or his Authorized Representative.

1. Pipe: Pipe supplied under this specification shall have a nominal DIPS (Ductile Iron Pipe Size) OD unless otherwise specified. The DR (Dimension Ratio) and the pressure rating of the pipe supplied shall be as shown on the drawings. The pipe shall be produced from approved HDPE pipe grade resin with the nominal physical properties as specified in the appropriate ASTM specifications for the sizes indicated. Pipe having a diameter 3" and larger will be made to the dimensions and tolerances specified in ASTM F 714.

The pipe shall contain no recycled compound except that generated in the manufacturer's own

plant. The pipe shall be homogeneous throughout and free of visible cracks, holes, voids, foreign inclusions, or other defects that may affect the wall integrity.

2. Pipe Performance: The pipe will be extruded from resin meeting the specifications of ASTM D 3350 with a minimum cell classification of 345464C.
3. Fittings: HDPE fittings shall be in accordance with ASTM D 3261 and shall be manufactured by injection molding, a combination of extrusion and machining, or fabrication from HDPE pipe conforming to this specification. The fittings shall be fully pressure rated and provide a working pressure equal to that of the pipe with an included 2:1 safety factor. The fittings shall be manufactured from the same base resin type and cell classification as the pipe itself. The fittings shall be homogeneous throughout and free from cracks, holes, foreign inclusions, voids, or other injurious defects.
4. Molded Fittings. Molded fittings shall be manufactured and tested in accordance with ASTM D 3261 and shall be so marked. Molded fittings shall be tested in accordance with AWWA C906.
5. X-Ray Inspection. The Manufacturer shall submit samples from each molded fittings production lot to x-ray inspection.
6. Fabricated Fittings. Fabricated fittings shall be made by heat fusion joining specially machined shapes cut from pipe, polyethylene sheet stock or molded fittings. Fabricated fittings shall be rated for internal pressure service at least equal to the full service pressure rating of the mating pipe. Fabricated fittings shall be tested in accordance with AWWA C906.
7. Polyethylene Flange Adapters. Flange adapters shall be made with sufficient throughbore length to be clamped in a butt fusion-joining machine without the use of a stub-end holder. The sealing surface of the flange adapter shall be machined with a series of small v-shaped grooves (serrations) to promote gasketless sealing, or restrain the gasket against blowout.

E. Joining - Butt Fusion: Sections of polyethylene pipe shall be joined by the butt fusion process into continuous lengths at the job site. The joining method shall be the heat fusion method and shall be performed in strict accordance with the pipe manufacturer's recommendations. The heat fusion equipment used in the joining procedures should be capable of meeting all conditions recommended by the pipe manufacturer. Properly executed electrofusion fittings may be used. Extrusion welding or hot gas welding of HDPE shall not be used for pressure pipe applications or fabrications where shear or structural strength is important. Mechanical joint adapters, flanges, unions, grooved-couplers, transition fittings, and some mechanical couplings may be used to mechanically connect HDPE pipe. Refer to the manufacturer's recommendations.

F. Joining - Other Means: Polyethylene pipe and fittings may be joined together or to other materials by means of (a) flanged connections (flange adapters and back-up rings), (b) mechanical couplings designed for joining polyethylene pipe or for joining polyethylene pipe to another material, (c) MJ Adapters or (d) electrofusion. When joining by other means, the installation instructions of the joining device manufacturer shall be observed.

ID Stiffener and Restraint. A stiffener shall be installed in the bore of the polyethylene pipe when an OD compression mechanical coupling is used and when connecting plain end PE pipe to a mechanical joint pipe, fitting or appurtenance. External clamp and tie rod restraint shall be installed where PE pipe is connected to the socket of a mechanical joint pipe, fitting or appurtenance except where an MJ Adapter is used.

G. Quality and Workmanship: The pipe and/or fitting manufacturer's production facilities shall be open for inspection by the owner or his designated agents with a reasonable advanced notice. During inspection, the manufacturer shall demonstrate that it has facilities capable of manufacturing and testing the pipe and/or



fittings to standards required by this specification. Pipe which has been tested by the manufacturer and falls outside of the appropriate limits set forth in this specification will be cause for rejection.

H. QA Records: QA/QC records shall be maintained intact for a minimum of one year from the date of production.

I. Pipe Marking: During extrusion production, the HDPE pipe shall be continuously marked with durable printing including the following information:

Nominal Size  
 Dimension Ratio  
 Pressure Class, psi  
 Manufacturer's Name and Product Series  
 Cell Class  
 ASTM Basis  
 "NSF-PW"  
 Pipe Test Category  
 Plant Code & Extruder  
 Production Date  
 Operator Number (Shift Letter optional)  
 Resin Supplier Code

J. Pipe Packaging, Handling, & Storage: The manufacturer shall package the pipe in a manner designed to deliver the pipe to the project neatly, intact, and without physical damage. The transportation carrier shall use appropriate methods and intermittent checks to insure the pipe is properly supported, stacked, and restrained during transport such that the pipe is not nicked, gouged, or physically damaged. Pipe shall be stored on clean, level ground to prevent undue scratching or gouging. If the pipe must be stacked for storage, such stacking shall be done in accordance with the pipe manufacturer's recommendations. The pipe shall be handled in such a manner that it is not pulled over sharp objects or cut by chokers or lifting equipment. Sections of pipe having been discovered with cuts or gouges in excess of 10% of the pipe wall thickness shall be cut out and removed. The undamaged portions of the pipe shall be rejoined using the heat fusion joining method. Fused segments of pipe shall be handled so as to avoid damage to the pipe. Chains or cable type chokers must be avoided when lifting fused sections of pipe. Nylon slings are preferred. Spreader bars are recommended when lifting long fused sections.

K. Testing:

- Fusion Quality. The Contractor shall ensure the field set-up and operation of the fusion equipment, and the fusion procedure used by the Contractor's fusion operator while on site. Upon request by the Owner, the Contractor shall verify field fusion quality by making and testing a trial fusion. The trial fusion shall be allowed to cool completely; then test straps shall be cut out and bent strap tested in accordance with ASTM D 2657. If the bent strap test of the trial fusion fails at the joint, the field fusions represented by the trial fusion shall be rejected. The Contractor at his expense shall make all necessary corrections to equipment, set-up, operation and fusion procedure, and shall re-make the rejected fusions.
- Hydro-Test: Pipelines shall be tested to the requirements and specifications of the engineer of record. HDPE pressure pipe shall be tested in accordance with the specifications and requirements of the engineer of record and/or with the manufacturer's recommendations. The pressure rating of the pipe is a function of temperature at the time of hydro-test. Refer to the manufacturer's temperature related pressure ratings. At a minimum and if not specified elsewhere, hydro-test the piping system at 1.5 times the pressure rating of the pipe for 2 to 3 hours per Driscopipe Technical Note #35. If a system component such as a fabricated or mechanical fitting has a pressure rating less than that of the pipe, the piping system should be pressure tested to manufacturer's guidelines on that component.

## **PART 3 - EXECUTION**

### **3.01 LAYING DEPTHS FOR WATER MAINS**

In general, water mains shall be laid with a minimum cover of 36" above the top of the main, unless otherwise noted on the Drawings, i.e. for minimum separation between water main and other utilities, connections to existing mains, valve locations, or when required by Kentucky Department of Highways, i.e. ditch lines and borings shall be 42" minimum cover.

### **3.02 PIPE BEDDING**

A. The foundation for pipes laid in trenches 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. Pipe bells shall not carry any of the load of the backfill.

B. The Contractor shall use the "Undercutting Method" of pipe bedding.

C. When the "Undercutting Method" is used in rock bottom trenches, Class I granular bedding (No.9 crushed stone aggregate) or earth shall be of such depth that the bottom of the barrel of the pipe will be at least 6" above the bottom of the trench as excavated. Pipe bedding required in this paragraph is NOT considered a separate pay item.

D. In wet, yielding and mucky locations where pipe is in danger of sinking below grade or floating out of line or grade, the pipe must be weighted or secured permanently in place by such means as will prove effective. In areas where a high water table exists, the Contractor is cautioned to exercise extreme care in the placement of the backfill material to prevent flotation of the pipe at any time.

E. Where an unstable (i.e., water, mud, etc.) trench bottom is encountered, stabilization of the trench bottom is required. This is to be accomplished by undercutting the trench depth and replacing to grade with a foundation of crushed stone aggregate. The depth of the foundations dependent upon the severity of the trench bottom. The size of stone aggregate used in the foundation will be determined by the condition of the unstable material. Once the trench bottom has been stabilized, the required Class I bedding can be placed. The amount of crushed stone aggregate required to bring the top of the foundation to the trench bottom prior to the removal of the unstable material will be considered a separate pay item following negotiation between the Contractor and Owner and constitute a change order item. No compensation will be made if the instability of the trench bottom is caused by the Contractor's neglect.

F. The Contractor shall use compacted earth material or Class I granular bedding (No.9 crushed stone aggregate) when the pipe is to be placed in the rock bottom trenches or in trenches with excavated rock present. This type of bedding material shall be placed 12" above and 6" below the pipe as shown on the Contract Drawings as "Class C Bedding Detail".

G. It should be noted that no pipe shall be laid on solid or blasted rock. No rock shall be allowed to rest against the pipe once it is placed in the trench.

H. Pipe bedding as required in Paragraphs C and D of this Article is NOT considered a separate pay item.

### 3.03 PIPE LAYING

A. All pipe shall be laid with ends abutting and true to the lines and grades indicated on the Plans. Pipe shall be fitted and matched so that when laid in the work, it will provide a smooth and uniform invert. Supporting of pipe shall be as set out hereinbefore under "Pipe Bedding" and in no case shall the supporting of pipe on blocks be permitted.

B. Fittings and specials for the water main shall be provided and laid as and where directed by the Engineer or as shown on the Plans.

C. Before each piece of pipe is lowered into the trench, it shall be thoroughly swabbed out to insure its being clean. Any piece of pipe or fitting which is known to be defective shall not be laid or placed in the lines. If any defective pipe or fitting shall be discovered after the pipe is laid, it shall be removed and replaced with a satisfactory pipe or fitting without additional charge. In case a length of pipe is cut to fit in a line, it shall be so cut as to leave a smooth end at right angles to the longitudinal axis of the pipe.

D. The interior of the pipe, as the work progresses, shall be cleaned of dirt, jointing materials, and superfluous materials of every description. When laying of pipe is topped for any reason, the exposed end of such pipe shall be closed with a plywood plug fitted into the pipe bell so as to exclude earth or other material and precautions shall be taken to prevent flotation of pipe by runoff into trench.

E. No backfilling (except for securing pipe in place) over pipe will be allowed until the Engineer has had an opportunity to make an inspection of the joints, alignment and grade in the section laid, but such inspection shall not relieve the Contractor of further liability in case of defective joints, misalignment caused by backfilling and other such deficiencies that are noted later.

F. Anchorage of Bends, Tees, Plugs and Valves:

1. At all tees, plugs, caps and bends of 11-1/4 degrees and over, and at reducers or in fittings where changes in pipe diameter occur, movement shall be prevented by using suitable harness, thrust blocks or ballast. Valves shall be provided with similar protection. Thrust blocks and supports shall be as shown in the typical details, with sufficient volumes of concrete being provided; however, care shall be taken to leave weep holes unobstructed and allow for future tightening of all nearby joints. Unless otherwise directed by the Engineer, thrust blocks shall be placed so that the pipe and fitting joints will be accessible for repair. Thrust blocks shall bear on undisturbed earth or rock.
2. Bridles, harness or pipe ballasting shall meet with the approval of the Engineer. Steel rods and clamps shall be galvanized.
3. No extra pay shall be allowed for work on proper anchorage of pipe, fittings or other appurtenances; such items shall be included in the unit price bid for the supported item.

### 3.04 HORIZONTAL DIRECTIONAL DRILLING (HDPE)

Horizontal directional drilling technique shall be used for installing pipes and utility lines below ground using a surface-mounted drill rig that launches and places a drill string at a shallow angle to the surface and has tracking and steering capabilities. The drill shall be advanced underground, creating a borehole along its path. As the destination is reached, the drill string is angled upwards to penetrate the surface. After the borehole has been opened, a backreamer shall be attached to the head of the drill string and the HDPE pipe shall be attached to the backreamer. The drill string shall then be retracted. During retraction, the borehole will be expanded by the

backreamer and the HDPE pipe drawn into the borehole. To protect HDPE pipe against excessive pulling load, a weak-link or breakaway device shall always be used at the head of the HDPE pipe. The allowable tensile load for setting weak-link devices shall be determined using ASTM F 1804 Standard Practice for Determining Allowable Tensile Load for Polyethylene (PE) Gas Pipe During Pull-In Installation. Horizontal Directional Drilling (HDD) applications shall be installed in accordance with ASTM F1962 Standard Guide for Use of Maxi-Horizontal Directional Drilling for Placement of Polyethylene Pipe or Conduit under Obstacle, Including river Crossings, Plastic Pipe Institute (PPI) Polyethylene Pipe for Horizontal Directional Drilling, and the Mini Horizontal Directional Drilling Manual published by the North American Society of Trenchless Technology (NASTT). Additional information is available in Plexco® Literature Trenchless Technology Bulletin No. 1 - Horizontal Directional Drilling Note.

### 3.05 WATER MAINS PUSHED UNDER DRIVEWAYS

The Contractor may be required to tunnel or bore under a bituminous or concrete surface driveway instead of open trenching as requested by the property owner. The opening under the driveway shall be of the smallest diameter possible to accommodate the water main to minimize settlement of the driveway. Should settlement occur, the Contractor shall repair the driveway at his own expense in a manner satisfactory to the Engineer and the property owner.

### 3.06 JOINTING

Jointing shall be accomplished in accordance with the manufacturer's recommendation.

### 3.07 TYPES OF CRUSHED STONE MATERIAL

Two classes of crushed stone material are mentioned in the Detailed Specifications. The Type of material used in each class is as follows:

Class I	No. 9 Aggregate
Class II	Dense Graded Aggregate

### 3.08 BACKFILLING

#### A. Initial Backfill:

1. This backfill is defined as that material which is placed over the water main from the spring line in an earth trench to a point 6" above the top of the pipe or from the trench bottom in a rock trench to a point 12" above the top of the pipe. The initial backfill for Case I situations shall be earth material free of rocks, acceptable to the Engineer or Class I material (No. 9 crushed stone aggregate). The initial backfill for Case II, Case III and Case IV situations shall be compacted earth material or be Class I material (No.9 crushed stone aggregate).
2. In areas where large quantities of rock are excavated, and the excavated earth is insufficient, then the Contractor must either haul in earth or order crushed stone aggregate for backfilling over the top of the pipe. Neither earth nor the crushed stone aggregate used to fulfill the backfill requirements is considered a pay item.

B. Final Backfill: There are four cases where the method final backfilling varies. The various cases and their trench situations are as follows:

1. Case I: Areas not subject to vehicular traffic.

2. Case II: Gravel areas subject to light vehicular traffic such as residential driveways; church and commercial parking lots and entrances; and farm drives.
3. Case III: City and County gravel roads; gravel and bituminous road shoulders; all bituminous surface areas such as City and County streets, residential driveways, church and commercial parking lots, and entrances; City and County road shoulders.
4. Case IV: State maintained streets and roads; road shoulders for State roads and streets.

C. In all cases, walking or working on the completed pipelines, except as may be necessary in backfilling, will not be permitted until the trench has been backfilled to a point twelve (12) inches above the top of the pipe. The method of final backfilling for each of the above cases is as follows:

1. Case I - The trench shall be backfilled from a point 6" (12" for a rock trench) above the top of the pipe to a point 8" below the surface of the ground with earth material free from large rock (over one-half cubic foot in volume), acceptable to the Engineer. The remainder of the trench to existing grade shall be backfilled with earth material reasonably free of any rocks.

Earth backfill used in this Case is not a separate pay item but will be paid under the pay item "Water Main".

2. Case II - The trench shall be backfilled from a point 6" (12" for a rock trench) above the top of the pipe to a point 12" below the surface of the ground with Class I (No. 9 crushed stone aggregate) material. The trench shall be tamped to assure maximum possible compaction (approximately 80 to 85 percent of Standard Proctor density). Extreme care shall be exercised to prevent damage to the pipe during tamping operation. The remainder of the trench to existing grade shall be backfilled with Class II (dense graded aggregate) material with the material being mounded over the trench. The trench shall be tamped again to assure additional compaction. The trench may be left with a slight mound if permitted by the Engineer.

Class I material used and method of backfilling used in this case is not a separate pay item and is considered incidental to the work and will be paid for under the item "Water Main".

Class II material used in this method of backfill is not a separate pay item and will be included in the unit price per linear foot under the item "Water Main".

Sufficient stockpiles of Class II material shall be placed throughout the project area to insure immediate replacement by the Contractor of any settled areas. No extra payment will be made for the filling of settled areas by the Contractor.

3. Case III - The trench shall be backfilled from a point 6" (12" for a rock trench) above the top of pipe to the height indicated in the "City and County Maintained Streets, Roads and Driveway Pavement Replacement" detail with Class I (No. 9 crushed stone aggregate) material. Said material shall be tamped as described for Case II. A 12-inch layer of Class II (dense graded aggregate) material shall be placed over the compacted backfill before bituminous or concrete surface is placed as shown in the previously mentioned details. The 12-inch layer of Class II material is NOT a separate pay item but such expense will be borne by the Contractor and is considered incidental to the bid items "Bituminous Surface Replacement" and "Concrete Surface Replacement". Also

considered incidental is all temporary stone required for a temporary surface between backfilling and pavement replacement.

Sufficient stockpiles of Class II material shall be placed throughout the project area to insure immediate replacement by the Contractor of any settled areas. No extra payment will be made for the filling in of settled areas by the Contractor. Class II material used in this method of backfill is paid for as a support item under item "Bituminous Surface Replacement" or "Concrete Surface Replacement" as its unit price per linear foot.

Class I material used for backfilling is not a separate pay item and is considered incidental to the bid item "Water Main".

4. Case IV - The trench shall be backfilled from the spring line to a point one 12-inches above the top of the pipe with earth material free from rock and acceptable to the Engineer, it shall be carefully and solidly tamped by approved mechanical methods. The remainder of the trench shall be backfilled to the height indicated in the "State Maintained Streets and Roads Pavement Replacement Detail" in the Contract Drawings, with material free from rock and acceptable to the Engineer; said material shall be mechanically tamped in approximately six-inch layers to obtain the maximum possible compaction. The backfilling method is NOT a separate pay item. A 12-inch layer of dense graded aggregate shall be placed over the compacted earth backfill when a bituminous or concrete surface street or road has been trenched. The 12-inch layer of stone is not a separate pay item but such expense will be borne by the Contractor.

D. Excavated materials from trenches and tunnels, in excess of quantity required for trench backfill, shall be disposed of by the Contractor. The Contractor may contact the Owner regarding the location of a suitable disposal site; however, if the Owner cannot recommend a site, it shall be the responsibility of the Contractor to obtain locations or permits for the disposal of the waste material. Unit prices for the various pipe sizes shall include the cost of disposing of excess excavated materials, as set forth herein, no additional compensation being allowed for hauling or overhaul.

### **3.09 CRUSHED STONE BACKFILL**

A. The Class I granular material used in Case II and Case III backfill situations shall be No. 9 Crushed Stone aggregate (No.9 Stone). Granular material will not be paid for as a separate bid item.

B. The twelve inches 12-inch of crushed stone backfill that is required in "City and County Maintained Streets, Roads and Driveway Pavement Replacement" or "State Maintained Streets and Roads Pavement Replacement" will not be paid for under the provisions of this article.

### **3.10 BITUMINOUS PAVEMENT REPLACEMENT**

A. Sections of pavement shall be replaced as required to install the pipelines under the work of this Section. Disturbed pavement shall be reconstructed to original lines and grades with bituminous binder as detailed on the Drawings and in such manner as to leave all such surfaces in fully as good or better condition than that which existed prior to these operations.

B. Prior to trenching, the pavement shall be scored or cut to straight edges along each side of the proposed trench to avoid unnecessary damage to the remainder of the paving. Edges of the existing pavement shall be recut and trimmed as necessary to square, straight edges after the pipe has been installed and prior to placement of the binder course.

C. Backfilling of trenches shall be in accordance with the applicable portions of this section.

D. Bituminous concrete binder shall be one course construction in accordance with applicable provisions of the Kentucky Department of Highways Standard Specifications, Section 402. Placement and compaction of binder course shall be in accordance with Section 402 of the Kentucky Department of Highways Standard Specifications. Minimum thickness after compaction shall be as shown on the Drawings.

### **3.11 CRUSHED STONE SURFACE REPLACEMENT**

The Class II granular material used in Case II backfill situations shall be dense graded aggregate (D.G.A.). Granular material will be included in the unit price per linear foot for "Water Mains".

### **3.12 CONCRETE SEPARATOR FOR UTILITY CROSSING OR CASING PIPE WATER/SAN. SEWER CROSSING**

A. At locations shown on the Contract Drawings, or as required by the Specifications and Contract Drawings, concrete separator shall be used when the clearance between the proposed water main and any existing non-contaminating utility pipe is one (1) foot or less. Utility pipe includes underground gas, telephone and electrical conduit, storm sewers, or any other underground utility pipe.

B. There are two cases of non-contaminating utility crossing encasement. Case I is applicable when the proposed water main is below the existing utility line. Case II is applicable when the proposed water main is laid above the utility line. In either case, the concrete shall extend to at least the spring line of each pipe involved.

C. When a water main crosses an existing sanitary sewer line, either above or below and less than two feet vertical or ten feet horizontal separation, the water main shall be encased as shown on the Standard Details, or as required by the Specifications and Contract Documents.

D. Concrete shall be Class B (2500 psi) and shall be mixed sufficiently wet to permit it to flow between the pipes to form a continuous bridge. In tamping the concrete, care shall be taken not to disturb the grade of line of either pipe or damage the joints.

### **3.13 CONCRETE FOR CREEK CROSSING (Type B and C Creek Crossing)**

A. At locations shown on the Contract Drawings, or as required by the Specifications and Contract Drawings, concrete encasement shall be used when the water main crosses a stream or creek which is in rock or as directed by the Engineer.

B. All creek crossings (Types B and C) shall be constructed as per the detail shown on the Contract Drawings.

C. Concrete shall be Class B (3000 psi) and shall be mixed sufficiently wet to permit flow around the pipe and to form a continuous bed. In tamping the concrete, care shall be taken not to disturb the grade or line of the pipe or injure the joints. Concrete shall be protected from excess water.

D. Concrete placed outside the specified limits or without authorization from the Engineer will not be subject to payment. Concrete will be paid under the pay items "Crossing Type B and Creek Crossing Type C.

### **3.14 TESTING OF WATER MAINS**

The completed work shall comply with the provisions listed below, or similar requirements which will insure equal or better results:

A. Before any allowable leakage calculation are preformed the pipeline being tested must pass the hydrostatically test.

B. The pipe shall be hydrostatically tested at 1.5 times the design pressure at the point of testing. The duration of the test(s) shall be at least 2 hours during which time the pressure shall not fall more than 4 psi. The pipe shall be tested for allowable leakage according to AWWA C-600 (latest revision) concurrently with the pressure test.

C. Where practicable, pipelines shall be tested between line valves or plugs in lengths of not more than 3000 feet. Testing shall proceed from the source of water toward the termination of the line. The line shall be tested upon the completion of the first 3000 feet. After the completion of two consecutive tests without failure, the Contractor, at his option and with the Engineer's approval, may discontinue testing until the system is complete.

D. Duration of test shall be not less than 2 hours.

E. Lines which fail to meet tests shall be repaired and retested as necessary until test requirements are complied with.

F. All pipe, fittings and other materials found to be defective under test shall be removed and replaced at the Contractor's expense.

G. Test pressures shall not be less than 1.5 times the working pressure at the highest point along the test section, not exceed pipe or thrust restraint design pressure, not vary more than  $\pm 4$  psi and not exceed twice the rated pressure of the valves when the pressure boundary of the test sections include closed gate valves.

H. Before applying the specified test pressure, air shall be expelled completely from the pipes and valves. If permanent air vents are not located at high points within the test section, the Contractor shall install corporation cocks at such points so that the air can be expelled as the line is filled with water.

### **3.15 LEAKAGE TEST**

A. The leakage shall be defined as the quantity of water that must be supplied to the tested section to maintain pressure within 4 psi of the specified test pressure after the air in the pipeline has been expelled and the pipe has been filled with water.

B. The allowable leakage shall not be greater than that determined by the following formula:

$$L = \frac{SD(P)^{1/2}}{133,200}$$

Where L is the allowable leakage in gallons per hour; S is the length of the pipeline tested; D is the nominal diameter of the pipe, in inches; and P is the average test pressure during the leakage test, in pounds per square inch gage.

C. All visible leaks are to be repaired regardless of the amount of leakage.

### **3.16 DISINFECTION OF WATER LINES**

A. New potable water lines shall not be placed into service, either temporarily or permanently, until they have been thoroughly disinfected in accordance with the following requirements and to the satisfaction of the OWNER.



B. New or relocated water lines shall be thoroughly disinfected in accordance with AWWA C651, latest version, upon completion of construction and before being placed into service. After pressure testing, a solution of chlorine or chlorine compounds in such amounts shall be introduced into the section of the line being disinfected sufficient to insure a chlorine dosage of at least 50 parts per million (PPM) in the water main. Open and close all valves and cocks while chlorinating agent is in the piping system. The chlorinated water shall remain in the pipe for 24 hours. Disinfection shall be repeated until a minimum chlorine residual of 25 PPM is measured after 24 hours. Once a chlorine residual of 25 PPM is obtained after 24 hours, the water main shall be thoroughly flushed until the residual chlorine content is not greater than 1.0 PPM.

C. Following disinfection of the line, bacteriological samples shall be collected and analyzed in accordance with the requirements of Kentucky Department of Natural Resources and Environmental Protection, 401 KAR 8:150. When the samples have been tested and reported safe from contamination, the water line may be connected to the system. The Contractor shall provide to OWNER written documentation that the water sample passed the bacteriological test and is safe.

D. Bacteriological samples shall be taken in the following manner. A sample shall be taken in the newly-constructed line at each of the following points:

- 1) Within 1,200 feet downstream of each connection point between the existing and new lines;
- 2) One (1) mile intervals; and
- 3) Each dead end, without omitting any branch.

E. All sampling shall be taken in the presence of the Engineer or his representative.. All bacteriological sampling and testing shall be paid for by the Contractor and included in the unit price for the bid item "water main".

### **3.17 DECHLORINATING OF HEAVILY CHLORINATED WATER**

A. Dechlorination of heavily chlorinated water shall be in accordance with AWWA C651 and shall be accomplished using sodium bisulfite, sodium thiosulfate, sodium sulfite, or calcium thiosulfate solution of a concentration sufficient to remove all chlorine to a level not to exceed 0.019 mg/l. The solution shall be applied by a metering pump directly into the chlorinated water flow stream by injection into a discharge line or into the free discharge from a hydrant. The treated water may then be conveyed to the nearest sanitary sewer, storm sewer, or local stream.

B. The feed rate (gpm) of solution shall be governed by the chlorine (ppm) concentration of the water to be dechlorinated and the rate (gpm) at which it can be discharged. Constant monitoring of the chlorine residual concentration shall be made using the colorimetric method to ensure the optimum solution feed rate.

#### **a. Feed System**

C. The dechlorinating agent shall be fed from prepared carboys utilizing a metering pump equipped with a suitable meter and valve to adjust/monitor the feed rate.

### 3.18 CLEANING OF WATER UTILITY PIPING (POLY PIGS)

#### 1. GENERAL

A. Provision of polyurethane foam pipeline cleaners for pigging of the water main prior to placing the main in-service.

B. Related Work:

a. Ductile Iron Pipe and PVC Pipe, Ductile Iron Fittings, Gate Valves

C. Submittals:

a. Submit manufacture's information showing the pipeline cleaner type, diameter, density, length of nose and length of body, color and materials of construction.

#### 2. PRODUCTS:

A. Pipeline cleaners shall be new, of medium density (5-8 lbs./c.f.), flexible, and composed of an open cell urethane foam body with high resilience.

B. The outer coating shall be composed of a tough urethane elastomer coating applied in crisscross bands to enhance cleaning and yield strong resistance to wear yet remain flexible to allow the cleaner to pass through fittings, bends, gate valves and other diameter reductions of up to 65% of the cross-section area of the nominal main.

C. Pipeline cleaner shall be bullet shaped and have a nose on one end and be blunt on the other end and have crisscross bands and sized for the type of water main being cleaned.

D. Pipeline cleaners shall be color coded for the type of service intended and for easy identification, e.g., blue for PVC pipeline cleaners and red for ductile iron pipeline cleaners.

E. The materials that compose the pipeline cleaner shall be food grade compatible.

F. Pipeline cleaners must have an outside diameter based on the type and size of main to be pigged, in accordance with Table 1 for DR 18 PVC pipe and Table 2 for Pressure Class 350 Ductile Iron pipe.

**Table 1- Poly Pig Sizes for DR 18 PVC Pipe**

Nominal Pipe Size, in.	AWWA C900 DR 18 PVC I.D, in.	Poly Pig Size, in.
4	4.27	4.55
6	6.13	6.35
8	8.04	8.30
12	11.73	12.05

**Table 2- Poly Pig Sizes for PC 350 Ductile Iron Pipe**

Nominal Pipe Size, in	Pressure Class 350 Ductile Iron Pipe I.D, in.	Poly Pig Size, in.
4	4.30	4.55
6	6.40	6.65
8	8.55	8.85
12	12.64	13.05
16	16.72	17.10
20	20.84	21.35

### 3. MANUFACTURERS

A. Pipeline cleaners shall be Municipal Series Model B4 for DR 18 PVC pipe and Model RX-4 for Ductile Iron pipe as manufactured by Pipeline Piggings Products, Incorporated or approved equal.

#### 3.19 PLACEMENT OF TRACING WIRE

Detectable underground copper tracing wire shall be installed with all utility lines. Insulated copper trace wire shall be attached to the top of the pipe with adhesive tape or other suitable devices. At each hydrant, valve, and end of new pipe installation, the trace wire shall be daylighted and the ends connected together with Dryconn Waterproof Electrical Connectors. For long runs of pipe, the maximum unbroken length of the trace wire shall be 2500 feet. Underground splicing shall be made using Dryconn Waterproof Electrical Connectors. The trace wire shall be #12 AWG THWN copper.

#### 3.20 PLACEMENT OF IDENTIFICATION TAPE

A. The placement of detectable underground marking tape shall be installed over all utility lines. Care shall be taken to insure that the buried marking tape is not broken when installed. SEE SECTION 01600 MATERIAL AND EQUIPMENT for APPROVED MANUFACTURE.

B. The identification tape shall bear the printed identification of the utility line below it, such as "CAUTION - BURIED WATER LINE BELOW". Tape shall be reverse printed, surface printing will not be acceptable. The tape shall be visible in all types and colors of soil and provide maximum color contrast to the soil. The tape shall meet the APWA color code, and shall be two (2) inches in width. Colors are: yellow - gas, green - sewer, red - electric, blue - water, orange - telephone, brown - force main.

C. The tape shall be the last equipment installed in the ditch so as to be first out. The tape shall be buried 4 - 6 inches below top of grade. After trench backfilling, the tape shall be placed in the backfill and allowed to settle into place with the backfill. The tape may be plowed in after final settlement, installed with a tool during the trench backfilling process, unrolled before final restoration or installed in any other way acceptable to the Owner or his agent or Engineer.

#### 3.21 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.

**3.22 CONNECTING TO THE WATER SYSTEM**

Unless otherwise directed by the OWNER, the CONTRACTOR shall connect the new water main to the existing water system. The CONTRACTOR shall notify the OWNER when the connection is to be made so that representatives of the OWNER may operate existing valves and witness the connection. A minimum notice of at least 24 hours in advance of the connection shall be given to the UTILITY. The Contractor shall coordinate all connections and other work which require disruption of water service so as to minimize the amount of time the affected water lines are out of service.

- END OF SECTION -

**SECTION 02630****TAPPED CONNECTIONS****PART 1 GENERAL****1.01 SUMMARY**

- A. This Section includes tapping and installing of corporation stops and valves on existing or newly installed pipes without interruption of service, as shown on the Contract Drawings, complete with connections and accessories.
- B. Installing of curb stops and boxes where specified or directed.

**1.02 REFERENCES**

- A. Materials and installation shall be in accordance with the latest revisions of the following codes, standards and specifications, except where more stringent requirements have been specified herein:
  - 1. American Water Works Association (AWWA)

**1.03 SUBMITTALS**

- A. In addition to those submittals identified in the General Provisions, the following items shall be submitted:
  - 1. Detail drawings for each size corporation stop, curb stop, tapping sleeve and valve, and service box.

**PART 2 PRODUCTS****2.01 CORPORATION STOPS**

- A. Corporation stops shall be threaded to conform to AWWA C800 with standard corporation stop thread at the inlet. The outlet shall be fitted with coupling nut for flared tube service unless otherwise specified.

SEE SECTION 01600 MATERIAL AND EQUIPMENT for APPROVED MANUFACTURE.

**2.02 CURB STOPS**

- A. Curb stops shall be threaded to conform to AWWA C 800 with coupling nuts for flared tube service.
1.  $\frac{3}{4}$ -inch shall be of the inverted new type.
  2. 1-inch to 2-inch shall be of the plug-type with "O" ring seals to withstand a minimum working pressure of 175 psi.
  3. SEE SECTION 01600 MATERIAL AND EQUIPMENT for APPROVED MANUFACTURE.

**2.03 SERVICE CLAMPS**

- A. Service clamps shall be designed for use on the type of pipe to which the connection is being made.
1. Ductile iron and asbestos-cement service clamps shall be the double strap type with neoprene gaskets.
  2. Polyvinyl chloride pipe service clamps shall be of a full circle design with a minimum width of 2 inches.
  3. Prestressed concrete pipe service clamps shall be made by or approved for use by the pipe manufacturer.
  4. SEE SECTION 01600 MATERIAL AND EQUIPMENT for APPROVED MANUFACTURE.

**2.04 SERVICE BOXES**

- A. Service boxes shall be constructed of cast iron and sized for the curb stop upon which it is being installed.
1. Stationary shut-off rod shall be provided unless otherwise specified.
  2. Boxes shall be telescopic with a minimum of 1-foot adjustment.
  3. SEE SECTION 01600 MATERIAL AND EQUIPMENT for APPROVED MANUFACTURE.

## 2.05 TAPPING SLEEVES AND VALVES

- A. Tapping sleeves and valves shall be used for connections larger than 2 inches.
  - 1. Tapping sleeves shall be designed and sized in accordance with the recommendations of the manufacturer.
  - 2. Working pressure shall be 200 psi unless higher pressures are scheduled.
  - 3. Valves for tapping sleeves shall be designed for the intended service and shall conform to the requirements of the Section entitled "Valves".
  - 4. SEE SECTION 01600 MATERIAL AND EQUIPMENT for APPROVED MANUFACTURE.

## PART 3 EXECUTION

### 3.01 INSTALLATION

- A. Install connections and accessories under the direction of personnel who have performed at least ten similar connections in accordance with the configuration shown on the Contract Drawings and the applicable provisions of the referenced Standards.
  - 1. Threaded taps shall be made using a machine designed for cutting, threading and inserting the corporation without interruption of service.
    - a. Teflon tape may be used on corporation threads.
  - 2. Tapping sleeve connections shall be made using a machine to cut and remove the segment through the valve without interruption of service.
- B. Service boxes shall be set plumb and shall be independently supported on two bricks so no weight will be transmitted to the curb stop or carrier pipe.
- C. Service clamps and tapping sleeves installed on prestressed concrete pipe shall be encased in a minimum of 2 inches of concrete mortar after installation.

-END OF SECTION-

## SECTION 02640

### VALVES

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. The Contractor shall furnish and install valves and miscellaneous piping appurtenances, as indicated on the Drawings and as herein specified.
- B. The Drawings and Specifications direct attention to certain features of the equipment, but do not purport to cover all the details of their design. The equipment furnished shall be designed and constructed equal to the high quality equipment manufactured by such firms as are mentioned hereinafter, or as permitted by the Engineer. The Contractor shall furnish and install the equipment complete in all details and ready for operation.
- C. Electrical work and equipment specified herein shall conform to the requirements of the applicable electrical sections.
- D. Enclosures shall be of a suitable type for the atmospheres in which they are installed.
- E. Sizes and capacities not specified herein are indicated on the Drawings.
- F. Valves required within pre-engineered pump stations are not covered by this specification section.

#### PART 2 - PRODUCTS

##### 2.01 BUTTERFLY VALVES

- A. Butterfly valves and operators shall conform to the AWWA Standard Specifications for rubber seated butterfly valves, Designation C504, Class 150, except as hereinafter specified. Valves shall have a minimum 150 psi pressure rating.
- B. All butterfly valves shall be of cast iron body per ASTM A-126, Class B. Valve discs shall be of ductile iron per ASTM A-536 and provide uninterrupted 360 degree seating edge. Permanently self-lubricating body bushings shall be provided and shall be sized to withstand bearing loads. Valve shafts shall be Type 304 stainless steel with V-type packing. O-ring seals are not acceptable.
- C. Valve seats shall be full resilient seats of Buna - N or Hycar and retained in the body or on the disc edge. If the resilient seat is in the body, the disc shall conform to ASTM A-436 Type 1 (Ni-Resist) or gray/ductile iron with corrosion resistant seating surface. If the resilient seat is mounted on the disc edge, it shall be securely attached with Type 304 stainless steel retaining ring or pins. The disc seating edge shall be Type 316 stainless steel.
- D. Valve operators shall be electric actuators as specified elsewhere in the specifications. The valve shaft and actuators shall be designed for both torsional and shearing stresses when the valve is operated under its greatest torque.
- E. All valves shall conform with the latest revision of AWWA Standard for Butterfly Valves for Ordinary Water Service, AWWA C504. SEE SECTION 01600 MATERIAL AND EQUIPMENT for APPROVED MANUFACTURE.



## 2.02 GATE VALVES AND BOXES

A. All gate valves shall be of the resilient seat wedge, iron body, non-rising stem, fully bronze mounted with O-ring seals. Valves shall be of standard manufacture and of the highest quality both as to materials and workmanship and shall conform to the latest revisions of AWWA Specification C-500. Valves shall have a rated working pressure of 250 psi.

B. Gate valves for buried service shall be furnished with mechanical joint end connections, unless otherwise shown on the plans or specified herein. The end connections shall be suitable to receive ductile iron or PVC pipe.

C. All gate valves shall have the name or monogram of the manufacturer, the year the valve casting was made, the size of the valve, and the working pressure cast on the body of the valve.

D. Buried service gate valves shall be provided with a 2" square operating nut and shall be opened by turning to the left (counterclockwise).

E. Buried service gate valves shall be installed in a vertical position with valve box as detailed on the plans. They shall be set vertically and properly adjusted so that the cover will be in the same plane as the finished surface of the ground or street. All underground gate valves which have nuts deeper than 36 inches below the valve box top shall have extended stems with nuts located within one foot of the valve box cap.

F. Valve boxes shall be cast iron, two-piece, screw type (as shown on the drawings) with drop-cover marked "Water". They shall be set vertically and properly adjusted so that the cover will be in the same plane as the finished surface of the ground or street. A concrete pad shall be placed around the valve box cover as shown on the drawings.

G. The Contractor shall furnish two (2) T-operating wrenches in the lengths necessary to operate the buried gate valves for an operator of average height in a normal working position.

H. Gate valves for installation in building, drywells, pits or vaults shall be flanged ANSI B16.1, Class 125 with handwheel operator, non-rising stem or OS&Y as indicated on the drawings.

I. Gate valves installed with tapping sleeves shall have a mechanical joint outlet and a flanged joint connection to the sleeves.

J. All valves shall conform with the latest revision of AWWA Standard for Gate Valves for Ordinary Water Works Service, AWWA C500. SEE SECTION 01600 MATERIAL AND EQUIPMENT for APPROVED MANUFACTURE.

K. All 24" or larger gate valves shall be supplied with spur gearing and grease case.

L. All gate valves shall receive a two part thermosetting epoxy protective coating both inside and outside of the valve and shall be listed for use as with potable water by the Federal EPA. The epoxy coating shall meet or exceed ANSI/AWWA C550 Standard and ASTM D1763 Standard.

## 2.03 CONTROL VALVE

A. The control valve shall be a hydraulically operated, single diaphragm-actuated, solenoid controlled, globe pattern design. A 3-way solenoid pilot valve either applies upstream pressure to the upper control chamber to close the main valve or vents the upper control chamber to atmosphere allowing the main valve to open. The solenoid and a limit switch assembly on the main valve are electrically synchronized with the telemetry controls to allow the valve to open or close to fill the tank.

B. In the event of a power failure the valve will open immediately, regardless of the operational mode of the valve at the time of the power failure.

C. The main valve shall be a center guided diaphragm actuated globe valve design. The body and cover shall be ductile iron, ASTM A536, with stainless steel disc guide, seat and cover bearing. The internal and external surfaces of the valve body shall be fusion bonded coated. End connections shall meet the ANSI, or other internationally recognized standard required. The body shall have a replaceable non-threaded seat ring that is held in place by set screws which tighten into a body groove. This seat should be accessible and serviceable without removing the valve from the pipeline. The seat area shall have a flow opening with no stem guides, bearings or supporting ribs.

D. The electric solenoid valve shall be a 3-way solenoid with a manual override system to allow the valve to be operated manually should electrical power be unavailable. The solenoid and limit switch shall be properly rated for the intended service. Liquid to the pilot must be filtered and a cock valve must be provided to isolate the control loop.

F. SEE SECTION 01600 MATERIAL AND EQUIPMENT for APPROVED MANUFACTURE.

#### **2.04 DUAL DISK VALVE**

A. Dual Disc Check Valves shall be suitable for pressures up to 250 psig water service. The check valve shall be of the dual disc, wafer style with torsion spring induced closure. The valves shall be provided for installation between ANSI B16.1 Class 125 iron flanges.

B. The body shall be of one piece construction incorporating a vulcanized synthetic seal. Seal design must allow for positive seating at both high and low pressures. This shall be achieved by a minimal seal contact at low pressure with progressively increased contact at higher pressures. The disc shall fully overlap the synthetic seal, preventing pressure indentations. Opening and closing of the valve must utilize a lift and pivot action to prevent seal wear and ensure long seal life. The stop and pivot pins shall be stabilized by the use of synthetic spheres to prevent wear due to vibration during operating conditions.

C. The valve body shall be constructed of ASTM A536 Grade 65-45-12 ductile iron. The disc shall be constructed of ASTM B584, Alloy C83600 (2"-12") cast bronze or ASTM B148, Alloy C95200 (14" and larger) cast aluminum bronze. The disc pins and stop pins shall be Type 316 stainless steel. The torsion spring shall be ASTM A313 Type 316 stainless steel up to 16 in. sizes and ASTM A313 Type 17-7 PH on 18 in. and larger sizes. The seal shall be Buna - N per ASTM D2000-BG or Viton per D2000-CA.

D. End connections shall be full diameter threaded flanges.

E. The valves shall be hydrostatically tested at 1.5 times their rated cold working pressure. A seat closure test at the valve rating shall be conducted to demonstrate zero leakage. The manufacturer shall provide test certificates, dimensional drawings, parts list drawings, and operation and maintenance manuals.

F. The exterior of the valve shall be coated with a universal alkyd primer.

G. SEE SECTION 01600 MATERIAL AND EQUIPMENT for APPROVED MANUFACTURE

## 2.05 CHECK VALVES

A. The check valves shall be a swing check valve with flanged ends; outside lever and weight and function to prevent reverse flow. The valve shall be tight seating when closed and full ported when open. The hinged shaft shall be completely out of the water way employing a disc with a convex shape facing the normal flow. The valve shall be manufactured where the closing of the valve will not cause water hammer and minimize disc slam. The valve shall be capable of a tight seal at pressures above 5 psi.

B. The valve body shall be cast iron with a bronze seat ring. The valve disc shall be cast iron and suspended from a non-corrosive shaft. Valves shall be rated at a minimum working pressure of 175 psi.

C. SEE SECTION 01600 MATERIAL AND EQUIPMENT for APPROVED MANUFACTURE

## 2.06 TAPPING VALVES AND SLEEVES

A. Tapping valves and sleeves shall be installed in the locations shown the Contract Drawings. The valves shall be a resilient seat wedge, iron body, non-rising stem, gate valve with a mechanical joint outlet and a flanged joint connection to the sleeves. They shall be provided with a valve box, counterclockwise opening and installed as described in detail on the plans.

B. Tapping Sleeves: Tapping sleeves of the sizes indicated for connection to existing main shall be the cast gray, ductile, or malleable-iron, split-sleeve type with flanged outlet, and with bolts, follower rings and gaskets on each end of the sleeve. Construction shall be suitable for a maximum working pressure of 200 psi. Bolts shall have hexagonal heads and nuts. Longitudinal gaskets and mechanical joints with gaskets shall be as recommended by the manufacturer of the sleeve. When using grooved mechanical tee, it shall consist of an upper housing with full locating collar for rigid positioning which engages a machine-cut hole in pipe, encasing an elastomeric gasket which conforms to the pipe outside diameter around the hole and a lower housing with positioning lugs, secured together during assembly by nuts and bolts as specified, pretorqued to 50 foot-pound.

C. SEE SECTION 01600 MATERIAL AND EQUIPMENT for APPROVED MANUFACTURE

D. Tapping valves shall be suitable for a maximum working pressure of 200 psi with 125 lb. flanges

## 2.07 CUSTOMER SERVICE PRESSURE REDUCING VALVE

A. The individual customer service pressure reducing valve shall be hydraulically operated, spring loaded, diaphragm type control regulator. The valve shall be held open by the force of the compression spring above the diaphragm and shall maintain a constant delivery pressure downstream without shock or water hammer. Adjustments shall be made by an adjusting screw on top of the valve. Setting shall be as shown on the plans. The valve shall have a cast brass or bronze body and cover per ASTM B-62, stainless steel seat (Stainless Steel 303) and adjustment ranges of 40 to 300 psi.

B. The individual pressure reducing valve shall be equipped with a built-in by-pass to prevent a closed system on the customer's side of the meter service.

C. All valves shall be preceded by a strainer provided by the valve manufacturer and have a maximum working pressure the same as the pressure reducing valve.

D. SEE SECTION 01600 MATERIAL AND EQUIPMENT for APPROVED MANUFACTURE

## 2.08 MAIN LINE PRESSURE REDUCING VALVE

A. The pressure reducing valve shall maintain a constant downstream pressure regardless of varying inlet pressure. This valve shall be a hydraulically operated, diaphragm actuated, globe pattern valve. It shall contain a resilient, synthetic rubber disc, having a rectangular cross section, contained on three and one-half sides by a disc retainer and forming a tight seal against a single removable seat insert. The diaphragm assembly containing a valve stem shall be fully guided at both ends by a bearing in the valve cover and integral bearing in the valve seat. This diaphragm assembly shall be the only moving part and shall form a sealed chamber in the upper portion of the valve, separating operating pressure from line pressure. The diaphragm shall consist of nylon fabric bonded with synthetic rubber and shall not be used as a seating surface. Packing glands and/or stuffing boxes are not permitted and there shall be no pistons operating the valve or pilot controls. All necessary repairs shall be possible without removing valve from the line.

B. The main valve body and cover shall be Cast Iron per ASTM A48, and the main valve trim shall be 303 stainless steel. The valve shall come equipped with a valve position indicator. The valve shall be equipped with a flow clean strainer, closing speed control, opening speed control and flow stabilizer. The valve shall be equipped with a V-port diaphragm plug for low flow conditions or approved equal by the Engineer.

C. The pilot control shall be a direct acting, adjustable, spring loaded, normally open, diaphragm valve, designed to permit flow when controlled pressure is less than the spring setting. The control system shall include a fixed orifice. The pilot control valve trim shall be 303 stainless steel.

D. The valve shall have a maximum working pressure rating as stated on the Drawings.

E. SEE SECTION 01600 MATERIAL AND EQUIPMENT for APPROVED MANUFACTURE

## 2.09 AIR RELEASE VALVE

A. The valve shall have a 1" screwed inlet diameter with a 1" corporation stop and a minimum of 3/32" size orifice. The body and cover shall be constructed of cast iron while the float shall be stainless steel. All internal parts, such as lever pins, retaining rings, screws, etc. shall be of stainless steel or bronze construction. Valves shall be suitable for use in lines with an operating pressure up to 175 psi. SEE SECTION 01600 MATERIAL AND EQUIPMENT for APPROVED MANUFACTURE

B. A service clamp shall be used to connect the air release valve to the water main. corporation stops shall have a female IP thread outlet.

C. The air release valve box shall be a standard meter box with dimensions of 18" I.D. and a height of 36". The valve box cover shall be a standard water meter box cover.

## PART 3 - EXECUTION

### 3.01 INSTALLATION

A. Valves shall be installed as nearly as possible in the positions indicated on the Drawings consistent with conveniences of operating the handwheel or wrench. All valves shall be carefully erected and supported in their respective positions free from all distortion and strain on appurtenances during handling and installation.

B. All material shall be carefully inspected for defects in workmanship and material, all debris and foreign material cleaned out of valve openings and seats, all operating mechanisms operated to check their proper functioning, and all nuts and bolts checked for tightness.

C. Valves and other equipment which do not operate easily or are otherwise defective shall be repaired or replaced at the Contractor's expense.

D. Valves shall be set plumb and supported adequately in conformance with the instructions of the manufacturer. Valves mounted on the face of concrete shall be shimmed vertically and grouted in place. Valves in the control piping shall be installed so as to be easily accessible.

E. All buried valves require a concrete collar for stability. Collar shall be no less than 4" thick and poured to flow water away from the valve. The concrete valve box protector ring is to be with copper locate pin.

### **3.02 INTERIOR PIPING INSTALLATION**

A. It shall be the Contractor's responsibility to furnish a complete system of pipe supports, to provide expansion joints and to anchor all piping. The pipe support system shall be installed complete with all necessary inserts, bolts, nuts, rods, washers, miscellaneous steel, and other accessories.

B. In some instances, expansion joints have been shown on the drawings, but no attempt has been made to indicate every expansion joint for piping included under this portion of the specifications. Portions of the piping are shown on the detail drawings. Some of the piping, however, is shown only on the schematics.

C. Reaction Anchorage and Blocking: All piping exposed in interior locations and subject to internal pressure in which flexible connectors are used shall be blocked, anchored, or harnessed, as shown on the drawings, or as directed by the Engineer to preclude separation of joints.

### **3.03 PAINTING**

Field painting is specified in elsewhere in these specifications.

- END OF SECTION -

**SECTION 02645****HYDRANT ASSEMBLY****PART 1 - GENERAL****1.01 SCOPE**

The Contractor shall furnish and install, where shown on the plans and additional locations as directed by the Owner, hydrant assemblies and blow-hydrants manufactured and equipped as described below.

**PART 2 - PRODUCTS****2.01 FLUSHING HYDRANT ASSEMBLY**

- A. Hydrants shall conform in all respects to the requirements of AWWA C502. All hydrants shall have two (2) 2-1/2" hose outlets, one (1) 5" pumper nozzle with caps. Connection threads and operation nuts shall conform to National Standard Specifications as adopted by National Board of Fire Underwriters. The hydrant shall be equipped with safety flanges designed to prevent barrel breakage when struck by a vehicle and an auxiliary gate valve.
- B. Each hydrant shall be fully bronze mounted with the main valve having a threaded bronze seat ring assembly of such design that it is easily removable by unscrewing from a threaded bronze drain ring. Bronze drain ring shall have multiple ports providing positive automatic drainage as the main valve is opened or closed. Drainage waterways shall be completely bronze to prevent rust or corrosion.
- C. Operating stems shall be equipped with anti-friction thrust bearing to reduce operating torque and assure easy opening. Stops shall be provided to limit stem travel. Stem threads shall be enclosed in a permanently sealed lubricant reservoir protected from weather and the waterway with O-ring seals.
- D. Hydrants shall be designed for 250 psi working pressure and shop tested to 1250 psi pressure with main valve both opened and closed. Under test the valve shall not leak, the automatic drain shall function and there shall be no leakage into the bonnet. Hydrants shall have a UL/FM approved rating.
- E. Each hydrant shall be installed with an auxiliary shut-off valve and valve box; valve box cover shall be marked "WATER" as required.
- F. Inlet cover depth shall be 36" and the minimum dimension from ground to centerline of lowest opening shall be 18". Hydrants shall be supported on a poured-in-place concrete thrust block and provided with a drainage pit as indicated on Standard Detail Sheet.
- G. All hydrants shall be factory painted silver with red caps. The Owner shall be furnished with two (2) hydrant barrel wrenches, four (4) spanner wrenches and two (2) operating nut wrenches.
- I. SEE SECTION 01600 MATERIAL AND EQUIPMENT for APPROVED MANUFACTURE

## 2.02 UNDERGROUND BLOW-OFF ASSEMBLY

- A. Blow-off hydrants shall be of non-freezing, self-draining type, with an overall length of 30". Set underground in a 30" meter box, these hydrants will be furnished with a 2½" Main Valve Opening inlet, a non-turning operating rod, 7/16 inch square operating nut, and shall open to the left. All of the working parts shall be of bronze-to-bronze design, and be serviceable from above grade with no digging. The outlet shall also be bronze and be 2-1/2" NST. Hydrants shall be lockable to prevent unauthorized use. SEE SECTION 01600 MATERIAL AND EQUIPMENT for APPROVED MANUFACTURE.
- B. The Contractor shall furnish two (2) T-operating wrenches in the lengths necessary to operate the blow-off hydrants for an operator of average height in a normal working position.

## 2.02 BLOWOFF HYDRANT ASSEMBLY

- A. 3-inch Hydrants shall be self-draining, non-freezing, compression type with 2½" main valve opening. Inlet connection shall be MJ. Outlet shall be 2" IP. Hydrants shall be post type SEE SECTION 01600 MATERIAL AND EQUIPMENT for APPROVED MANUFACTURE.
- B. Hydrants shall have a ductile iron pipe riser with a cast iron stock top, and non-turning operating rod. Principal interior operating parts shall be brass and removable from the hydrant for servicing without excavating the hydrant.
- C. Flushing assembly installation shall also include all excavation, backfill, thrust blocking, and #9 crushed stone.

## PART 3 – EXECUTION

### 3.01 INSTALLATION

- A. Hydrants shall be located as shown on the drawings unless otherwise specified by the Owner. Each hydrant shall be connected to the main with a 6-inch branch line having at least as much cover as the distribution main. Hydrants shall be set plumb with pumper nozzle facing the roadway and the cast-iron valve box set flush with the finished surrounding grade. Except where approved otherwise, the backfill around hydrants shall be thoroughly compacted to the finished grade line immediately after installation to obtain beneficial use of the hydrant as soon as practicable. All hydrants shall be provided with a shut-off valve in the hydrant lateral as shown. All hydrants shall be installed in accordance with the manufacturer's directions and as detailed on the Contract Drawings.
- B. Blow-off hydrants shall be located as shown on the drawings unless otherwise specified by the Utility. Each blow-off hydrant shall be connected to the main with at least as much cover as the distribution main. Blow-off hydrants shall be set plumb with nozzle facing the roadway and with the box cover set flush with the finished surrounding grade. The backfill around each hydrant shall be thoroughly compacted to the finished grade line immediately after installation to obtain beneficial use of the hydrant as soon as practicable. All blow-off hydrants shall be provided with a shut-off valve in the lateral as shown.

- END OF SECTION -

## SECTION 02700

### SITE RESTORATION

#### PART 1 - GENERAL

##### 1.01 CLEAN-UP

Upon completion of the installation of the sewer main and appurtenances, the Contractor shall remove all debris and surplus construction materials resulting from his work. The Contractor shall grade the ground along each side of the pipe trench and/or structure in a uniform and neat manner leaving the construction area in a shape as near as possible to the original ground line.

#### PART 2 - PRODUCTS

##### 2.01 SEEDING

- A. All graded areas shall be seeded at the rate of six (6) pounds of seed per 1,000 square feet. The mixture shall consist of:
- |                     |     |
|---------------------|-----|
| Kentucky 31 Fescue  | 60% |
| Creeping Red Fescue | 20% |
| Annual Rye Grass    | 20% |
- B. After seed has been distributed, the Contractor shall cover areas with straw to a depth of 1-1/2". Any necessary re-seeding or repairing shall be accomplished by the Contractor before final acceptance. Seeding is not a pay item.

#### PART 3 - EXECUTION

##### 3.01 SITE RESTORATION

- A. After installation of water lines, the construction site will be restored to its original condition or better. All paved streets, roads, sidewalks, curbs, etc. removed or disturbed during construction shall be replaced, and all materials and workmanship shall conform to standard practices and specifications of the Owner, and/or to the Kentucky Department of Highways requirements, and specifications, whichever applies. Gravel, cinder or dirt streets, drives and shoulders shall be replaced and sufficiently compacted to provide a surface suitable for carrying the type of traffic normally imposed at the location.
- B. All seeded areas shall be watered daily during the germination period, unless rain supplies the required moisture. The Contractor shall replace, at his own expense, trees, shrubs, etc. disturbed during construction.
- C. The Contractor shall remove from the site all equipment, unused materials and other items at his expense. The construction site shall be left in a neat, orderly condition, clear of all unsightly items, before the Work is finally accepted.

- END OF SECTION -



**SECTION 03300**  
**CAST-IN-PLACE CONCRETE**

**PART 1 - GENERAL**

**1.01 WORK INCLUDED**

The work in this section shall include all formwork, shoring, bracing, anchorage, concrete reinforcement and accessories for cast-in-place concrete.

**1.02 GENERAL REQUIREMENT**

All concrete construction shall conform to all applicable requirements of ACI 301-84 Specifications for Structural Concrete for Buildings, except as modified by the supplemental requirements specified herein.

**1.03 RELATED WORK**

**1.04 REFERENCES**

A. The Contractor shall obtain and have available in the field office at all times, the following references:

1. Specifications for Structural Concrete for Buildings ACI 301-84 (latest revision).
2. Field Reference Manual SP-15 (81).
3. Manual of Standard Practice - CRSI (latest revision).
4. Placing Reinforcing Bars - CRSI (latest revision).
5. Building Code Requirements for Reinforced Concrete ACI 318 (latest revision).

B. The following standard shall also apply to this work:

1. ASTM C-143
2. ASTM C-150
3. ASTM C-33
4. ASTM C-260
5. ASTM C-494
6. ASTM A-615
7. ASTM D-638
8. ASTM D-695
9. ASTM D-570
10. ASTM D-1252
11. ANSI A-116.1
12. ASTM A-120
13. ASTM C-94
14. ASTM D-2146
15. Federal Specifications FF-S~325

**1.05 SUBMITTALS**

- A. The Contractor shall submit the following data to the Engineer for review:
1. Concrete mix designs, test results and curves plotted to establish water-cement ratio if Method 1 of ACI 301 is used.
  2. Proposed mix designs and all necessary substantiating data used to establish proposed mix designs if Method 2 of ACI 301 is used.
  3. Mix designs for all mixes proposed or required to be used, including all mixes containing admixtures.
  4. A certified copy of the control records of the proposed production facility establishing the standard deviation as defined in Paragraph 3.8.2.3 of ACI 301.
- B. Certification attesting that admixtures equal or exceeds the physical requirements of ASTM C-494 for Type A admixture and, when required, for Type D admixture.
- C. Drawings showing locations of all proposed construction joints.
- D. Shop drawing for reinforcing steel showing bar schedules, location, and splices.

**PART 2 - PRODUCTS****2.01 CLASSES OF CONCRETE AND USAGE**

- A. Structural concrete of the various classes required shall be proportioned by either Method 1 or 2 of ACI 301 to produce the following 28-day compressive strengths:
1. Selection of Proportions for Class A Concrete:
    - a. 4,000 psi compressive for strength at 28 days.
    - b. Type I cement plus dispersing agent and air.
    - c. Maximum (water)/(cement and dispersing agent) ratio 0.50.
    - d. Minimum cement content = 564 lbs. (6.0 bags)/cu. yd. concrete.
    - e. Nominal maximum size coarse aggregate = No. 67 (3/411 maximum) or No. 57 (111 maximum). Walls with architectural treatment shall use No. 67 (3/411 maximum).
    - f. Air content = 5% plus or minus 1% by volume.
    - g. Slump = 211-311 in accordance with ASTM C-143.
  2. Selection of Proportions for Class B Concrete:
    - a. 3,000 psi compressive strength at 28 days.

- b. Type I cement plus dispersing agent and air.
  - c. Maximum (water)/(cement and dispersing agent) ratio 0.56.
  - d. Minimum cement content = 470 lbs. (5.0 bags)/cu. yd. concrete.
  - e. Nominal maximum size coarse aggregate = No. 67 (3/4" maximum) or No. 57 (111 maximum).
  - f. Air content = 6% plus or minus 1% by volume.
  - g. Slump - 311-411 in accordance with ASTM C-143.
- B. Concrete shall be used as follows:
- 1. Class A concrete for all concrete work except as noted below.
  - 2. Class B concrete for fill concrete and thrust blocks, and where indicated on the Drawings.
- C. All testing shall be or have been performed by a recognized independent testing laboratory.
- D. Cement for exposed concrete shall have a uniform color classification.
- E. Coarse aggregate shall conform to all requirements of ASTM C-33.
- F. Manufactured sand shall not be used as fine aggregate in concrete.

## 2.02 ADMIXTURES

A. An air entraining admixture shall be used on all concrete and shall be the neutralized vinsol resin type such as Master Builders MB-VR, or Euclid Chemical Co. AIR-MIX or equal. The admixture shall meet the requirements of ASTM C-260. Certification attesting to the percent of effective solids and compliance of the material with ASTM C-260 shall be furnished, if requested.

B. A water-reducing, set controlling admixture (non-lignin type) shall be used in all concrete. The admixture shall be a combination of polyhydroxylated polymers including catalysts and components to produce the required setting time based on job site conditions, specified early strength development, finishing characteristics required, and surface texture, as determined by the Engineer.

C. Certification shall be furnished attesting that the admixture exceeds the physical requirements of ASTM C-494, Type A, water-reducing and normal setting admixture, and when required, for ASTM C-494, Type D, water-reducing and retarding admixture when used with local materials with which the subject concrete is composed.

D. The admixture manufacturer, when requested, shall provide a qualified concrete technician employed by the manufacturer to assist in proportioning concrete for optimum use. He shall also be available when requested to advise on proper addition of the admixture to the concrete and on adjustment of the concrete mix proportions to meet changing job conditions.

E. The use of admixtures to retard setting of the concrete during hot weather, to accelerate setting during cold weather, and to reduce water content without impairing workability will be permitted if the following conditions are met:

The admixture shall conform to ASTM C-494 except that the durability factor for concrete containing the admixture shall be at least 100 percent of control, the water content a maximum of 90 percent of control and length change shall not be greater than control, as defined in ASTM C-494.

F. Where the Contractor finds it impractical to employ fully the recommended procedures for hot weather concreting, the Engineer may at his discretion require the use of a set retardant admixture for mass concrete 2.5 feet or more thick and for all concrete whenever the temperature at the time concrete is cast exceeds 80-F. The admixture shall be selected by the Contractor subject to the review of the Engineer. The admixture and concrete containing the admixture shall meet all the requirements of these Specifications. Preliminary tests of this concrete shall be required at the Contractor's expense.

G. Admixtures shall be used in concrete design mixes in the same manner and proportions as in the field so that the effects of the admixtures are included in preliminary tests submitted to the Engineer for review prior to the start of construction.

H. When more than one admixture is used, all admixtures shall be compatible. They should preferably be by the same manufacturer.

I. Calcium chloride will not be permitted as an admixture in any concrete.

### **2.03 REINFORCEMENT**

A. The minimum yield strength of the reinforcement shall be 60,000 pounds per square inch. Bar reinforcement shall conform to the requirements of ASTM A-615. All bar reinforcement shall be deformed.

B. Smooth dowels shall be plain steel bars conforming to ASTM A-615, Grade 60, or steel pipe conforming to ASTM A-120, Schedule 80. Pipe, if used, shall be closed flush at each end with mortar or metal or plastic cap.

C. Reinforcement supports and other -accessories in contact with the forms for members which will be exposed to view in the finished work shall be of stainless steel or shall have approved high-density polyethylene tips so that the metal portion shall be at least one-quarter of an inch from the form or surface. Supports for reinforcement, when in contact with the ground or stone fill, shall be precast stone concrete blocks. Particular attention is directed to the requirements of Paragraph 5.5.3 of ACI Standard 301. These requirements apply to all reinforcement, whether in walls or other vertical elements, inclined elements or flatwork.

### **2.04 OTHER MATERIALS**

A. Anchorage items shall be of standard manufacture and of type required to engage with the anchors to be installed therein under other sections of the Specifications and shall be subject to approval by the Engineer.

1. Slots shall be galvanized dovetail-type as specified in Section "Masonry Work".
2. Inserts shall be malleable iron or steel and of sturdy design adequate strength for the load to be carried. All inserts shall be galvanized. Adjustable wedge inserts shall have an integral loop or strap at the back or shall be provided with lugs to take reinforcing bars. They shall be slotted to receive a special-headed bolt not smaller than 5/8-inch in diameter and of the required length and fitted with hexagonal nut. Other inserts shall be either threaded or slotted as required by their usage. Threaded inserts shall have integral lugs to prevent running.

3. Concrete anchors shall be an approved expansion type conforming to Federal Specification FF-S-325, Groups I, II, III, or VIII and shall be installed in strict accordance with the manufacturer's recommendations.

Material for anchors shall be as specified in Section 05500 - Miscellaneous Metals. Anchors shall develop ultimate shear and pull out loads of not less than the following values in Class A concrete:

BOLT DIAMETER (INCHES)	MINIMUM SHEAR (POUNDS)	MINIMUM PULL-OUT LOAD (POUNDS)
-----	-----	-----
1/2	4,500	4,600
5/8	6,900	7,700
3/4	10,500	9,900

B. Epoxy bonding adhesive used to bond fresh plastic concrete to sound, hardened concrete shall meet the following specification. Contractor shall furnish a notarized certification by the manufacturer that the proposed material meets the specification.

1. Material:

The epoxy material shall consist of a 2-component system whose components conform to the following requirements:

- a. Component A - Component A shall be a modified epoxy resin of the epichlorohydrin bisphenol A condensation type, containing suitable viscosity control agents and having an epoxide equivalent of 180-200.
- b. Component B - The B component shall be primarily a reaction product of one mole of an aliphatic polyamine and two moles of mono functional epoxide containing compounds modified with 2, 4, 6 tri(dimethylaminomethyl) phenol.
- c. The component ratio of B to A by volume shall be as specified by the manufacturer.

2. Properties of Mixed Components:

- |    |  |                                   |
|----|--|-----------------------------------|
| a. | Solids Content                                   | 100% by weight                    |
| b. | Pot Life   | 25-35 min. @<br>73 degrees F      |
| c. | Tack-Free Time (thin Film)                       | 4-5 1/2 hrs @<br>73 degrees F     |
| d. | Final Cure ASTM D-695<br>(75% ultimate strength) | 3 days at<br>73 degrees F         |
| e. | Initial Viscosity (A+B)                          | 2,000 cps. min at<br>73 degrees F |
| f. | Color Mixed                                      | Straw                             |

3. Properties of Cured Material (Neat Material):

a.	Tensile Strength ASTM D-638	3,000 psi min. @ 14 days, 73 degrees F
b.	Tensile Elongation ASTM D-638, modified	1/2-2% at 14 days, 73 degrees F cure
c.	Compressive Strength ASTM D-695	12,500 psi min. at 73 degrees F cure
d.	Compressive Modulus ASTM D-695	470,000 psi min. at 28 days, 73 degrees F cure
e.	Compressive Strength ASTM D-695	5,500 psi min. at 24 days, 73 degrees F cure
f.	Water Pick-up ASTM D-570	1.5 max.

C. Flashing reglets shall be as specified in Section 07530. Reglets shall be correctly placed into forms prior to placing concrete in formwork.

D. Premolded expansion-joint filler strips shall conform to ASTM D-1752 and shall be 3/8-inch thick unless otherwise shown.

E. Joint sealants shall conform to ANSI A116.1. The following joint sealants are acceptable:

1. Colma by Sika Chemical Corporation.
2. Hornflex by A.C. Horn, Inc.
3. Sonolastic by Sonneborn Division of Contech, Inc.

F. Nonshrink grout shall be Embecco 885 grout by Master Builders Company, Euco Firmix grout by the Euclid Chemical Company, or equal. The approved product shall be delivered to the site of the work in the original sealed containers, each bearing the trade name of the material and the name of the manufacturer.

G. Porous fill shall be crushed rock or gravel of such size that all will pass a 1-1/2 inch screen and not more than 5 percent will pass a No. 4 screen, free from earth, clay or other foreign substances.

## PART 3 - EXECUTION

### 3.01 FINISHES

- A. Exposed to Public View Concrete Surfaces:
1. All concrete exposed to view in the completed structure shall be produced using materials and workmanship to such quality that only nominal finishing will be required. The provisions of paragraphs 13.3, 13.4, and 13.6 of ACI 301 shall apply to all exterior exposed to public view concrete surfaces, including the outside surfaces of tanks.
  2. Forms for exposed concrete surfaces shall be exterior grade, high-density overlay plywood, steel, or wood forms with smooth tempered hard-board form-liners.
  3. Forms shall be coated with an approved release agent before initial pour and between subsequent pours, in accordance with the manufacturer's printed instructions. Form boards shall not be wet water prior to placing concrete.
  4. Recessed joints in concrete shall be formed using lacquer-coated wood battens or forms, milled to indicated profiles. Battens and corner strips shall be carefully inspected before concrete is placed and damaged pieces replaced.
  5. Chamfer strips shall be 1 inch radius with leg, polyvinyl chloride strips by Gateway Building Products, Saf-T-Grip Specialties Corp., Vinylex Corp., or equal.
  6. Particular attention is directed to the requirements of paragraphs 10.2.2 and 13.3 of ACI 301. Form panels shall be provided in the maximum sizes practicable in order to minimize form joints. Wherever practicable, form joints shall occur at recessed joints. All form joints in exterior exposed to view surfaces shall be carefully caulked with an approved nonstaining caulking compound. Joints shall not be taped. Form oil or other material which will impart a stain to the concrete shall not be allowed to contact concrete surfaces.
  7. Care shall be taken to prevent chipping of corners or other damage to concrete when forms are removed. Exposed corners and other surfaces which may be damaged by ensuing operations shall be protected from damage by boxing, corner boards or other approved means until construction is completed.
  8. Form ties shall remain in the walls and shall be equipped with a waterseal to prevent passage of water through the walls. Particular care shall be taken to bend tie wire ends away from exposed faces of beams, slabs and columns. In no case shall ends of tie wires project toward or touch formwork. Minimum set back of form ties shall be 1-1/2-inch from faces of wall. The hole left by removal of tie ends shall be sealed and grouted as per ACI Para. 9.3 and in accordance with the procedure described hereinafter in Para. 3.01.F. Form ties will be permitted to fall within as-cast areas of architecturally treated wall surfaces (ACI Chapter 13); this does not apply to walls receiving textured decorative waterproof masonry coating.
  9. All formed exposed to public view concrete surfaces shall have a "smooth rubbed finish". Exterior vertical surfaces shall be rubbed to one foot below grade. Interior exposed to public view vertical surfaces of liquid containers shall be rubbed to one foot below the minimum liquid level that will occur during normal operations.

B. Patching of holes due to removal of tie ends and other repairable defective areas, shall be as follows: Entire contact area of hole shall be coated with two-part moisture insensitive epoxy bonding compound as specified in Para. 2.04.B. in accordance with manufacturer's specifications, and prior to placing of freshly mixed patching mortar. Patching mortar shall be mixed and placed in general accordance with ACI Para. 9.2.2, 9.2.3, and 13.6.

C. For floors and slabs in which drains occur, special care shall be exercised to slope the floors uniformly to the drains. All floors with drains shall be sloped not less than 1/8 inch per foot unless otherwise shown. In all areas where quarry tile or other materials requiring more than 1/4 inch drop are to be overlaid, the concrete base slab shall be depressed as shown to provide a finished floor at the same elevation as surrounding areas.

D. Where not otherwise specified, finishes shall be in accordance with Paragraphs 10.4 and 11.8 of ACI 301.

### **3.02 TESTING**

All testing shall be in accordance with provisions of ACI 301. Testing services listed in ACI Sections 16.3, 16.4 and 16.5 shall be performed by a testing agency acceptable to the Engineer. Testing services of ACI Section 16.5 shall be paid for by the Contractor at his expense. Test shall be made for each 50 cubic yards of concrete and/or each day concrete is placed.

### **3.03 ADDITIONAL REQUIREMENTS**

A. Unless otherwise directed by the Engineer, the vertical surfaces of all footings shall be formed. Excavations and reinforcement for all footings shall have been inspected by the Engineer before any concrete is placed.

B. The installation of underground and embedded items shall be inspected before slabs are placed. Pipes and conduits shall be installed below the concrete unless otherwise indicated. Fill required to raise the subgrade shall be placed as specified in Section 02211 and 02223. Porous fill not less than 6 inches in compacted thickness shall be installed under all slabs, tank bottoms, and foundations. The fill shall be leveled and uniformly compacted to a reasonably true and even surface. The surfaces shall be clean, free from frost, ice, mud and water. Waterproof paper, polyethylene sheeting of nominal 4-mil minimum thickness, or polyethylene-coated burlap shall be laid over all surfaces receiving concrete.

C. Concrete shall be placed in layers not over 18 inches deep and each layer shall be compacted by mechanical internal-vibrating equipment supplemented by hand spading, rodding and tamping as directed. Vibrators shall not be inserted into lower courses that have begun to set.

D. Concrete mixed in stationary mixers and transported by nonagitating equipment shall be placed in the forms within 45 minutes from the time ingredients are charged into the mixing drum. Concrete that is truck mixed or transported in truck mixers or truck agitators shall be delivered to the site of the work and discharge completed in the forms within the time specified in Paragraph 10.7 of ASTM C-94, except that when the concrete temperature exceeds 85-F, the time shall be reduced to 45 minutes. Transit-mixed concrete that is completely mixed at the site of concrete placement or batched cement and aggregates transported to mixers shall be placed in the forms within 1-1/2 hours after cement has been added. Concrete shall be placed in the forms within 15 minutes after discharge from the mixer at the job site.

E. If concrete is placed by pumping, no aluminum shall be used in any parts of the pumping system which contact or might contaminate the concrete. Aluminum chutes and conveyors shall not be used. -