

**CONTRACT DOCUMENTS and SPECIFICATIONS**

**Phase 24  
Wastewater System Improvements**

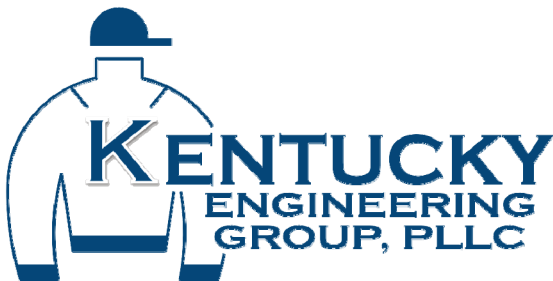
**CONTRACT 1 – WWTP Improvements**

**FOR THE  
Columbia/Adair Utilities District**

**Adair County, Kentucky**

**SX21001019**

**KIA Loan No. A24-007**



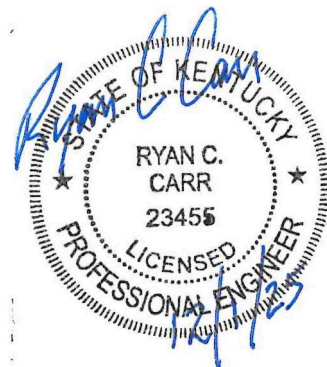
**Kentucky Engineering Group, PLLC**

**P.O. Box 1034**

**Versailles, Kentucky 40383**

**SEPTEMBER 2025**

**KEG Project No. 24006**



**BID DOCUMENTS**

**TABLE OF CONTENTS**  
**PHASE 24 WASTEWATER SYSTEM IMPROVEMENTS**  
**CONTRACT 1 – WWTP IMPROVMENTS**  
**for the**  
**COLUMBIA/ADAIR UTILITIES DISTRICT**  
**SEPTEMBER 2025**

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 .....	1-5
SECTION 00415 – PROPOSED SUBCONTRACTORS .....	1
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.....	1-4
SECTION 00625 – CHANGE ORDER .....	1
SECTION 00635 – CERTIFICATE OF SUBSTANTIAL COMPLETION .....	1

**GENERAL AND SUPPLEMENTAL CONDITIONS**

SECTION 00710 – EJCDC GENERAL CONDITIONS .....	1-73
SECTION 00810 – KEG SUPPLEMENTAL GENERAL CONDITIONS.....	1-7
SECTION 00811 – SRF SUPPLEMENTAL GENERAL CONDITIONS.....	1-49
SECTION 00812 – EPA FORM 6100_2.....	1-2
SECTION 00813 – EPA FORM 6100_3.....	1-2
SECTION 00814 – EPA FORM 6100_4.....	1-2
SECTION 00815 – DBE PARTICIPATION .....	1-4
SECTION 00850 – PREVAILING WAGE RATES .....	1-7

**DIVISION 1 - GENERAL REQUIREMENTS**

SECTION 01010 - SUMMARY .....	1
SECTION 01015 - WORK SEQUENCE .....	1-2
SECTION 01016 - OCCUPANCY .....	1
SECTION 01025 - MEASUREMENT AND PAYMENT .....	1
SECTION 01030 – LABOR PROVISIONS .....	1
SECTION 01040 - COORDINATION .....	1
SECTION 01200 - SUBSTITUTIONS.....	1-2
SECTION 01300 - SUBMITTALS.....	1-3

**TABLE OF CONTENTS**  
**PHASE 24 WASTEWATER SYSTEM IMPROVEMENTS**  
**CONTRACT 1 – WWTP IMPROVMENTS**  
**for the**  
**COLUMBIA/ADAIR UTILITIES DISTRICT**  
**SEPTEMBER 2025**

	TOC-2
SECTION 01380 – CONSTRUCTION PHOTOGRAPHY.....	1
SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS.....	1-3
SECTION 01580 – PROJECT IDENTIFICATION AND SIGN .....	1-2
SECTION 01600 – MATERIALS AND EQUIPMENT .....	1-3
SECTION 01610 - TRANSPORTATION AND HANDLING.....	1
SECTION 01700 - PROJECT CLOSEOUT.....	1-3
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

**DIVISION 2 - SITE WORK**

SECTION 02110 – SITE CLEARING.....	1-2
SECTION 02220 – DEMOLITION AND SALVAGE.....	1-2
SECTION 02226 – TRENCHING, BACKFILLING AND COMPACTING .....	1-3
SECTION 02255 – CRUSHED STONE AND DGA .....	1
SECTION 02268 – KPDES NOISW .....	1-2
SECTION 02269 – KPDES NOTSW.....	1-2
SECTION 02270 – SLOPE PROTECTION AND EROSION CONTROL.....	1-2
SECTION 02300 – EARTHWORK.....	1-12
SECTION 02502 – RESTORATION OF SURFACES.....	1-5
SECTION 02600 – YARD PIPING.....	1-8
SECTION 02621 – YARD VALVES.....	1-4
SECTION 02700 - SITE RESTORATION .....	1

**DIVISION 9 – FINISHES**

SECTION 09960 – COATINGS WASTEWATER PLANT.....	1-16
--	------

**DIVISION 11 – EQUIPMENT**

SECTION 11290 – INTERIOR PROCESS PIPING.....	1-8
SECTION 11295 – INTERIOR PROCESS VALVES.....	1-7
SECTION 11305 – GRIT REMOVAL SYSTEM.....	1-10
SECTION 11410 – DIFFUSERS.....	1-6

**SECTION 00010  
ADVERTISEMENT FOR BIDS**

**Columbia/Adair Utilities District  
221 Dohoney Trace  
Columbia, Kentucky 42728**

Separate sealed Bids for the construction of **Phase 24 Wastewater System Improvements Contract No. 1 - WWTP Improvements** consisting of replacing a grit removal system and replacing aeration diffusers and associated appurtenances and **Contract No. 2 - System Improvements** consisting of approximately 2,300 LF of 8-inch gravity sewer, 5,000 LF of 8-inch force main sewer, a main lift station replacement, 5 grinder pump replacements and various gravity sewer rehabilitation items and all related appurtenances as shown on the DRAWINGS and described in the SPECIFICATIONS will be received by Columbia-Adair Utilities District 221 Dohoney Trace Columbia, Kentucky 42728 until **10:00 a.m. (CST Local Time) September 30, 2025**, and then at said office publicly opened and read aloud.

A **mandatory pre-bid** conference is scheduled for Contract No. 2 **ONLY** on September 23, 2025 at 11:00 am CST at the Columbia-Adair Utility District's office located at 221 Dohoney Trace, Columbia, KY 42728.

Bids will be received for a single prime Contract. Bids shall be on a unit price basis for Contract No. 2 and lump sum basis for Contract No. 1 as indicated in the Bid Forms.

The Contract Documents may be examined at the following locations:

KENTUCKY ENGINEERING GROUP, PLLC., 101 High Street, Versailles, Kentucky 40383  
Phone: (859) 251-4127

COLUMBIA-ADAIR UTILITIES DISTRICT, 221 Dohoney Trace, Columbia, Kentucky 42728.  
Phone: (270) 384-2181

Copies of the Contract Documents may be obtained from **LYNN IMAGING - Lexington** located at **328 Old Vine Street, Lexington, KY 40507, 859-255-1021. Website: [www.lynnimaging.com](http://www.lynnimaging.com)**. Printed copies of the Contract Documents may be obtained upon receipt of a non-refundable amount of **\$350.00** for each complete set of documents. Included with the printed copy of the contract documents is an electronic download (as portable document format PDF) upon request.

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.

This project may be partially or entirely funded by the Kentucky Infrastructure Agency State Revolving Fund Loan.

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,

9.11.2025

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 procurement and performance of this contract are subject to the requirements of the Kentucky DOW including the Davis-Bacon Act.

Successful Bidder shall make positive efforts to use small, minority, women owned and disadvantaged businesses.

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Columbia-Adair Utilities 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 **Phase 24 Wastewater System Improvements Contract No. 1: WWTP Improvements or Contract No. 2 – System Improvements**" for the Columbia-Adair Utilities District. The bid may be mailed to: Columbia-Adair Utilities District, 221 Dohoney Trace, Columbia, Kentucky 42728. A certified check or Bid Bond payable to the Columbia-Adair Utilities District in the amount of five (5) percent of the Bid shall accompany the Bid.

The contract award will be made in writing to the lowest responsive and responsible bidder.

Columbia-Adair Utilities District

September 10, 2025

**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 .....	6
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 .....	8
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.....	9
ARTICLE 20 – Bonds and Insurance .....	10
ARTICLE 21 – Signing of Agreement .....	10
ARTICLE 22 – AIS/BABA Requirements .....	10
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 28 - DOW Procurement Requirements.....	12

## 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 **No mandatory pre-bid** conference is scheduled for this contract. A **mandatory pre-bid** conference is scheduled for **Contract No. 2 - System Improvements on September 23, 2025**, at 11:00 am CST at the Columbia/Adair office located at 221 Dohoney Trace, Columbia, KY 42728.

#### 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 **rcarr@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 Lump Sum**

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

#### **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 – AIS/BABA REQUIREMENTS**

- 22.01 The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
- 22.02 Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A-Agriculture, Rural Development, Food and Drug Administration, and Related Agencies, Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies to American Iron and Steel requirement to this project. All listed iron and steel products used in this project must be produced in the United States. The term "iron and steel products" means the following products made primarily of iron and steel: lines or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges,

pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The deminimis and minor components waiver {all project specific waivers as applicable} apply to this contract

#### **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.

#### **ARTICLE 28 -- DOW PROCUREMENT GUIDANCE**

28.01 Contract will require cost, pricing, and certification for change order exceeding 100,000 as required by DOW Procurement Guidance for Construction and Equipment Contracts



## BID FORM

### PHASE 24 WASTEWATER SYSTEM IMPROVEMENTS

Contract 1: WWTP Improvements

Columbia/Adair Utilities District

#### ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

***Columbia/Adair Utilities District***

***221 Dohoney Trace***

***Columbia, Kentucky 42728***

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

#### ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

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

#### ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

**Addendum No.**

**Addendum, Date**

_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to

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existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

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

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

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

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

## ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following lump sum price:

- Notes
1. **In accordance with KRS 139.480(34) materials shall be tax exempt.** Contractor shall include all other applicable taxes and fees where required.
  2. **AWARD OF THIS CONTRACT will be based on the lowest responsible, responsive Bidder on the total of the BASE BID CONTRACT PRICE.**

### BASE BID CONTRACT PRICE:

_____, (Use Words)	(\$ _____) (Figures)
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## ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 270 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 within 300 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

## **ARTICLE 7 – ATTACHMENTS TO THIS BID**

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

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Project References;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data; and

## **ARTICLE 8 – DEFINED TERMS**

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

### *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 9 – BID SUBMITTAL

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

By:

*[Signature]*

*[Printed name]*

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

Attest:

*[Signature]*

*[Printed name]*

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

*(where applicable)*

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

# PROPOSED SUBCONTRACTORS AND SUPPLIERS

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

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

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

## LIST OF SUBCONTRACTORS

### SUBCONTRACTOR'S /ADDRESS

### WORK DESCRIPTION/TOTAL VALUE

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## 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:

Project Name:

**TYPE OF WORK:**

Columbia/Adair Utilities District

Phase 24 Wastewater System Improvements

Contract No. 1 – WWTP Improvements

Consisting of replacing a grit removal system, replacing diffusers and all related appurtenances.

**CONTRACTOR'S CONTACT INFORMATION**

Contact Person:

Title:

Phone:

Email:

**4. AFFILIATED COMPANIES:**

Name:

Address:

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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:

\_\_\_\_\_

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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: \_\_\_\_\_

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Address:

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Account Manager:

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Phone:

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INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE  
LAST 3 YEARS

**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:

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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	_____
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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.
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.

## 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:				

## 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:				



## 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:				

### SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

[illegible]

## 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*): Columbia/Adair Utilities District  
221 Dohoney Trace  
Columbia, Kentucky 42728

### BID

Bid Due Date: 9/30/2025

Description: Phase 24 Wastewater System Improvements Contract 1: WWTP Improvements

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

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

\_\_\_\_\_  
Title Title

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

\_\_\_\_\_  
Title Title

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

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

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

Owner: Columbia/Adair Utilities District      Owner's Contract No.: Contract No. 1  
Engineer: Kentucky Engineering Group, PLLC      Engineer's Project No.: 24006  
Project: Phase 24 Wastewater System      Contract Name: WWTP Improvements  
Improvements

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: **Contract 1 – Wastewater Treatment Plant Improvements**

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

[1] 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 1 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: Columbia/Adair Utilities District  
Authorized Signature

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

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

Title: Chairman

Copy: Engineer

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

THIS AGREEMENT is by and between Columbia/Adair Utilities District ("Owner") and  
("Contractor").

Owner and Contractor hereby agree as follows:

## ARTICLE 1 – WORK

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

## ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Phase 24 Wastewater System Improvements Contract 1: WWTP Improvements** consisting of replacing the grit removal system, diffusers, and PAA disinfection and all related appurtenances as shown on the DRAWINGS

## 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 270 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 300 days after the date when the Contract Times commence to run.

#### 4.03 Liquidated Damages

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

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

1. 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 150 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: Contract 1 – Wastewater Treatment Plant Improvements [or] the Drawings listed on the attached sheet index.
  9. Addenda (numbers    to   , inclusive).
  10. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages      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:

Columbia/Adair Utilities District

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

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

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

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

*(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:

221 Dohoney Trace

Columbia, Kentucky 42728

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:	Columbia/Adair Utilities District	Owner's Contract No.:	1
Contractor:		Contractor's Project No.:	
Engineer:	Kentucky Engineering Group, PLLC	Engineer's Project No.:	24006
Project:	Phase 24 Wastewater System Improvements	Contract Name:	WWTP Improvements
		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 270, and the number of days to achieve readiness for final payment is 300.

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

---

Owner: Columbia/Adair Utilities District

Authorized Signature

By:

Title:

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

Columbia/Adair Utilities District and Kentucky Engineering Group, 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:           Columbia/Adair Utilities District  
                           221 Dohoney Trace  
                           Columbia, Kentucky 42728

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):*

Columbia/Adair Utilities District  
221 Dohoney Trace  
Columbia, Kentucky 42728

### CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

### BOND

Bond Number:

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

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

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

### CONTRACTOR AS PRINCIPAL

### SURETY

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

Columbia/Adair Utilities District  
221 Dohoney Trace  
Columbia, Kentucky 42728

### CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

### BOND

Bond Number:

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

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

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

### CONTRACTOR AS PRINCIPAL

### SURETY

\_\_\_\_\_  
*(seal)*

Contractor's Name and Corporate Seal

\_\_\_\_\_  
*(seal)*

Surety's Name and Corporate Seal

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

Signature

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

Signature *(attach power of attorney)*

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

Signature

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

Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**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:

## Contractor's Application for Payment No. \_\_\_\_\_

Application Period:		Application Date:
To (Owner): Columbia/Adair Utilities District	From (Contractor):	Via (Engineer): Kentucky Engineering Group, PLLC
Project: Phase 24 Wastewater System Improvements	Contract: WWTP Improvements	
Owner's Contract No.: 1	Contractor's Project No.:	Engineer's Project No.: 24006

### Application For Payment

#### Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE..... \$ _____
Number	Additions	Deductions	2. Net change by Change Orders..... \$ _____
			3. Current Contract Price (Line 1 ± 2)..... \$ _____
			4. TOTAL COMPLETED AND STORED TO DATE
			(Column F total on Progress Estimates)..... \$ _____
			5. RETAINAGE:
			a. X _____ Work Completed..... \$ _____
			b. X _____ Stored Material..... \$ _____
			c. Total Retainage (Line 5.a + Line 5.b)..... \$ _____
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ _____
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ _____
			8. AMOUNT DUE THIS APPLICATION..... \$ _____
			9. BALANCE TO FINISH, PLUS RETAINAGE
			(Column G total on Progress Estimates + Line 5.c above)..... \$ _____
TOTALS			
NET CHANGE BY			
CHANGE ORDERS			

#### Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:  
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;  
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and  
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

#### Contractor Signature

By:	Date:
-----	-------

Payment of: \$ \_\_\_\_\_  
 (Line 8 or other - attach explanation of the other amount)

is recommended by: \_\_\_\_\_ (Date)  
 Kentucky Engineering Group, PLLC

Payment of: \$ \_\_\_\_\_  
 (Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_ (Date)  
 Columbia/Adair Utilities District

Approved by: \_\_\_\_\_ (Date)

### Progress Estimate - Lump Sum Work

## Contractor's Application

[illegible]

### Progress Estimate - Unit Price Work

## Contractor's Application

[illegible]

## Stored Material Summary

## Contractor's Application

[illegible]

**Change Order No.** \_\_\_\_\_

Date of Issuance:	Effective Date:
Owner: Columbia/Adair Utilities District	Owner's Contract No.: 1
Contractor:	Contractor's Project No.:
Engineer: Kentucky Engineering Group, PLLC	Engineer's Project No.: 24006
Project: Phase 24 Wastewater System Improvements	Contract Name: WWTP Improvements

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ _____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____:  \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order:  \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order:  \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order:  \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

<b>RECOMMENDED:</b>	<b>ACCEPTED:</b>	<b>ACCEPTED:</b>
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_



## CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Columbia/Adair Utilities District	Owner's Contract No.: 1
Contractor:	Contractor's Project No.:
Engineer: Kentucky Engineering Group, PLLC	Engineer's Project No.: 24006
Project: Phase 24 Wastewater System Improvements	Contract Name: WWTP Improvements

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

☐ All Work ☐ The following specified portions of the Work:

### Date of Substantial Completion

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

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

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

Amendments to Owner's responsibilities: ☐ None  
☐ As follows

Amendments to Contractor's responsibilities: ☐ None  
☐ As follows:

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

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

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

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

## STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



Endorsed by



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

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# 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.

**SUPPLEMENTAL GENERAL CONDITIONS**

**FOR**

**CLEAN WATER STATE REVOLVING FUND**

**DRINKING WATER STATE REVOLVING FUND**

**(Drinking Water and Wastewater)**

**Project Name: Columbia/Adair Utilities District Phase 24 Wastewater System Improvements**

**Project Number: A24-007**

The attached instructions and regulations as listed below shall be incorporated into the Specifications and comprise Special Conditions.

	<u><b>Attachment No.</b></u>
<b>SRF Special Provisions</b>	<b>1</b>
<b>KRS Chapter 45A Kentucky Model Procurement Code</b>	<b>2</b>
<b>Equal Employment Opportunity (EEO) Documents:</b>	
<b>Notice of Requirement for Affirmative Action</b>	<b>3</b>
<b>Construction Contract Specifications</b>	<b>4</b>
<b>EEO Goals for Region 4 Economic Areas</b>	<b>5</b>
<b>Check List of EEO Documentation for Bidders</b>	<b>6</b>
<b>Employer Information Report EEO-1 (SF 100)</b>	<b>7</b>
<b>Labor Standards Provisions for Federally Assisted Construction</b>	<b>8</b>
<b>Certifications:</b>	
<b>Debarment, Suspension and Other Responsibility Matters</b>	<b>9</b>
<b>Anti-lobbying</b>	<b>10</b>
<b>Disadvantaged Business Enterprise (DBE) Program</b>	<b>11</b>
<b>Bonds and Insurance</b>	<b>12</b>
<b>Storm Water General Permit</b>	<b>13</b>
<b>Davis-Bacon Wage Rate Requirements</b>	<b>14</b>
<b>American Iron and Steel Requirement</b>	<b>15</b>

## SRF SPECIAL PROVISIONS

- (a) Line crossings of all roads and streets shall be done in accordance with the Kentucky Transportation Cabinet requirements as may be set forth in the Special Conditions.
- (b) Construction is to be carried out so as to prevent by-passing of flows during construction unless a schedule has been approved by the State or EPA, whichever is applicable. Siltation and soil erosion must be minimized during construction. All construction projects with surface disturbance of more than 1 acre during the period of construction must have a KPDES Storm Water General Permit. The permit can be found at this [webpage](#).  
  
If you have any questions regarding the completion of this form call the Surface Water Permits Branch at (502) 564-3410.
- (c) Restore disturbed areas to original or better condition.
- (d) Use of Chemicals: All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either DOW or EPA. Use of all such chemicals and disposal of residues shall be in conformance with instructions on the manufacturer's label.
- (e) The construction of the project, including the letting of contracts in connection therewith, shall conform to the applicable requirements of state, territorial, and local laws and ordinances to the extent that such requirements do not conflict with Federal laws and this subchapter.
- (f) The owner shall provide and maintain competent and adequate supervision and inspection.
- (g) The Kentucky Infrastructure Authority and Kentucky Division of Water shall have access to the site and the project work at all times.
- (h) In the event Archaeological materials (arrowheads, stone tools, stone axes, prehistoric and historic pottery, bottles, foundations, Civil War artifacts, and other types of artifacts) are uncovered during the construction of this project, work is to immediately cease at the location and the Kentucky Heritage Council shall be contacted. The telephone number is (502) 564-7005. Construction shall commence at this location until a written release is received from the Kentucky Heritage Council. Failure to report a find could result in legal action.
- (i) This procurement will be subject to DOW Procurement Guidance including the Davis-Bacon Act.
- (j) Reasonable 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 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.
- (k) No wastewater bypassing will occur during construction unless a schedule has been approved by the Kentucky Division of Water.
- (l) Provisions shall be made to obtain a Section 404 permit from the Corps of Engineers, if required
- (m) Change orders to the construction contract (if required) must be negotiated pursuant to DOW/KIA Procurement Guidance for Construction and Equipment Contracts.

**KRS CHAPTER 45A  
KENTUCKY MODEL PROCUREMENT CODE**

**45A.075 Methods of awarding state contracts.**

Except as otherwise authorized by law, all state contracts shall be awarded by:

- (1) Competitive sealed bidding, pursuant to KRS 45A.080; or
- (2) Competitive negotiation, pursuant to KRS 45A.085 and 45A.090 or 45A.180; or
- (3) Noncompetitive negotiation, pursuant to KRS 45A.095; or
- (4) Small purchase procedures, pursuant to KRS 45A.100.

**Effective:** June 24, 2003

**History:** Amended 2003 Ky. Acts ch. 98, sec. 4, effective June 24, 2003. -- Created 1978 Ky. Acts ch. 110, sec. 16, effective January 1, 1979.

**45A.080 Competitive sealed bidding.**

(1) Contracts exceeding the amount provided by KRS 45A.100 shall be awarded by competitive sealed bidding, which may include the use of a reverse auction, unless it is determined in writing that this method is not practicable. Factors to be considered in determining whether competitive sealed bidding is not practicable shall include:

- (a) Whether specifications can be prepared that permit award on the basis of best value; and
- (b) The available sources, the time and place of performance, and other relevant circumstances as are appropriate for the use of competitive sealed bidding.

(2) The invitation for bids shall state that awards shall be made on the basis of best value. In any contract which is awarded under an invitation to bid which requires delivery by a specified date and imposes a penalty for late delivery, if the delivery is late, the contractor shall be given the opportunity to present evidence that the cause of the delay was beyond his control. If it is the opinion of the purchasing officer that there is sufficient justification for delayed delivery, the purchasing officer may adjust or waive any penalty that is provided for in the contract.

(3) Adequate public notice of the invitation for bids and any reverse auction shall be given a sufficient time prior to the date set forth for the opening of bids or beginning of the reverse auction. The notice may include posting on the Internet or publication in a newspaper or newspapers of general circulation in the state as determined by the secretary of the Finance and Administration Cabinet not less than seven (7) days before the date set for the opening of the bids and any reverse auction. The provisions of this subsection shall also apply to price contracts and purchase contracts of state institutions of higher education.

(4) Bids shall be opened publicly or entered through a reverse auction at the time and place designated in the invitation for bids. At the time the bids are opened, or the reverse auction has ended, the purchasing agency shall announce the agency's engineer's estimate, if applicable, and make it a part of the agency records pertaining to the letting of any contract for which bids were received. Each written or reverse auction bid, together with the name of the bidder and the agency's engineer's estimate, shall be recorded and be open to public inspection. Electronic bid opening and posting of the required information for public viewing shall satisfy the requirements of this subsection.

(5) The contract shall be awarded by written notice to the responsive and responsible bidder whose bid offers the best value.

(6) Correction or withdrawal of written or reverse auction bids shall be allowed only to the extent permitted by regulations issued by the secretary.

**Effective:** July 15, 2010

**History:** Amended 2010 Ky. Acts ch. 63, sec. 3, effective July 15, 2010. -- Amended 2000 Ky. Acts ch. 509, sec. 1, effective July 14, 2000. -- Amended 1998 Ky. Acts ch. 120, sec. 10, effective July 15, 1998. -- Amended 1997 (1<sup>st</sup> Extra. Sess.) Ky. Acts ch. 4, sec. 27, effective May 30, 1997. -- Amended 1996 Ky. Acts ch. 60, sec. 2, effective July 15, 1996. -- Amended 1994 Ky. Acts ch. 278, sec. 1, effective July 15, 1994. -- Amended 1982 Ky. Acts ch. 282, sec. 1, effective July 15, 1982. -- Amended 1979 (1<sup>st</sup> Extra. Sess.) Ky. Acts ch. 9, sec. 1, effective February 10, 1979. -- Created 1978 Ky. Acts ch. 110, sec. 17, effective January 1, 1979.

#### **45A.085 Competitive negotiation.**

(1) When, under administrative regulations promulgated by the secretary or under KRS 45A.180, the purchasing officer determines in writing that the use of competitive sealed bidding is not practicable, and except as provided in KRS 45A.095 and 45A.100, a contract may be awarded by competitive negotiation, which may include the use of a reverse auction.

(2) Adequate public notice of the request for proposals and any reverse auction shall be given in the same manner and circumstances as provided in KRS 45A.080(3).

(3) Contracts other than contracts for projects utilizing an alternative project delivery method under KRS 45A.180 may be competitively negotiated when it is determined in writing by the purchasing officer that the bids received by competitive sealed bidding either are unreasonable as to all or part of the requirements, or were not independently reached in open competition, and for which each competitive bidder has been notified of the intention to negotiate and is given reasonable opportunity to negotiate.

(4) Contracts for projects utilizing an alternative project delivery method shall be processed in accordance with KRS 45A.180.

(5) The request for proposals shall indicate the relative importance of price and other evaluation factors, and any reverse auction procedures.

(6) Award shall be made to the responsible and responsive offeror whose proposal is determined in writing to be the most advantageous to the Commonwealth, taking into consideration price and the evaluation factors set forth in the request for proposals and the reciprocal preference for resident bidders required under KRS 45A.494.

(7) Written or oral discussions shall be conducted with all responsible offerors who submit proposals determined in writing to be reasonably susceptible of being selected for award. Discussions shall not disclose any information derived from proposals submitted by competing offerors. Discussions need not be conducted:

(a) With respect to prices, where the prices are fixed by law, reverse auction, or administrative regulation, except that consideration shall be given to competitive terms and conditions;

(b) Where time of delivery or performance will not permit discussions; or

(c) Where it can be clearly demonstrated and documented from the existence of adequate competition or prior experience with the particular supply, service, or construction item, that acceptance of an initial offer without discussion would result in fair and reasonable best value procurement, and the request for proposals notifies all offerors of the possibility that award may be made on the basis of the initial offers.

**Effective:** July 15, 2010

**History:** Amended 2010 Ky. Acts ch. 63, sec. 4, effective July 15, 2010; and ch. 162, sec. 8, effective July 15, 2010. -- Amended 2003 Ky. Acts ch. 98, sec. 5, effective June 24, 2003. -- Amended 1997 (1<sup>st</sup> Extra. Sess.) Ky. Acts ch. 4, sec. 28, effective May 30, 1997. -- Amended 1979 (1<sup>st</sup> Extra. Sess.) Ky. Acts ch. 9, sec. 2, effective February 10, 1979. -- Created 1978 Ky. Acts ch. 110, sec. 18, effective January 1, 1979.

#### **45A.090 Negotiation after competitive sealed bidding when all bids exceed available funds.**

(1) In the event that all bids submitted pursuant to competitive sealed bidding under KRS 45A.080 result in bid prices in excess of the funds available for the purchase, and the chief purchasing officer determines in writing:

(a) That there are no additional funds available from any source so as to permit an award to the responsive and responsible bidder whose bid offers the best value; and

(b) The best interest of the state will not permit the delay attendant to a resolicitation under revised specifications, or for revised quantities, under competitive sealed bidding as provided in KRS 45A.080, then a negotiated award may be made as set forth in subsections (2) or (3) of this section.

(2) Where there is more than one (1) bidder, competitive negotiations pursuant to KRS 45A.085(3) shall be conducted with the three (3) (two (2) if there are only two (2)) bidders determined in writing to be the most responsive and responsible bidders, based on criteria contained in the bid invitation and the reciprocal preference for resident bidders under KRS 45A.494. Such competitive negotiations shall be conducted under the following restrictions:

(a) If discussions pertaining to the revision of the specifications or quantities are held with any potential offeror, all other potential offerors shall be afforded an opportunity to take part in such discussions; and

(b) A request for proposals, based upon revised specifications or quantities, shall be issued as promptly as possible, shall provide for an expeditious response to the revised requirements, and shall be awarded upon the basis of best value.

(3) Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder, a noncompetitive negotiated award may be made with such bidder in accordance with KRS 45A.095.

**Effective:** July 15, 2010

**History:** Amended 2010 Ky. Acts ch. 162, sec. 9, effective July 15, 2010. -- Amended 2003 Ky. Acts ch. 98, sec. 6, effective June 24, 2003. -- Amended 1997 (1<sup>st</sup> Extra. Sess.) Ky. Acts ch. 4, sec. 29, effective May 30, 1997. -- Created 1978 Ky. Acts ch. 110, sec. 19, effective January 1, 1979.

#### **45A.095 Noncompetitive negotiation.**

(1) A contract may be made by noncompetitive negotiation only for sole source purchases, or when competition is not feasible, as determined by the purchasing officer in writing prior to award, under administrative regulations promulgated by the secretary of the Finance and Administration Cabinet or the governing boards of universities operating under KRS Chapter 164A, or when emergency conditions exist. Sole source is a situation in which there is only one (1) known capable supplier of a commodity or service, occasioned by the unique nature of the requirement, the supplier, or market conditions. Insofar as it is practical, no less than three (3) suppliers shall be solicited to submit written or oral quotations whenever it is determined that competitive sealed bidding is not feasible. Award shall be made to the supplier offering the best value. The names of the suppliers submitting quotations and the date and amount of each quotation shall be placed in the procurement file and maintained as a public record. Competitive bids may not be required:

(a) For contractual services where no competition exists, such as telephone service, electrical energy, and other public utility services;

(b) Where rates are fixed by law or ordinance;

(c) For library books;

(d) For commercial items that are purchased for resale;

(e) For interests in real property;

(f) For visiting speakers, professors, expert witnesses, and performing artists;

(g) For personal service contracts executed pursuant to KRS 45A.690 to 45A.725; and

(h) For agricultural products in accordance with KRS 45A.645.

(2) The chief procurement officer, the head of a using agency, or a person authorized in writing as the designee of either officer may make or authorize others to make emergency procurements when an emergency condition exists.

(3) An emergency condition is a situation which creates a threat or impending threat to public health, welfare, or safety such as may arise by reason of fires, floods, tornadoes, other natural or man-caused disasters, epidemics, riots, enemy attack, sabotage, explosion, power failure, energy shortages, transportation emergencies, equipment failures, state or federal legislative mandates, or similar events. The existence of the emergency condition creates an immediate and serious need for services, construction, or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten the functioning of government, the preservation or protection of property, or the health or safety of any person.

(4) The Finance and Administration Cabinet may negotiate directly for the purchase of contractual services, supplies, materials, or equipment in bona fide emergencies regardless of estimated costs. The existence of the emergency shall be fully explained, in writing, by the head of the agency for which the purchase is to be made. The explanation shall be approved by the secretary of the Finance and Administration Cabinet and shall include the name of the vendor receiving the contract along with any other price quotations and a written determination for selection of the vendor receiving the contract. This information shall be filed with the record of all such purchases and made available to the public. Where practical, standard specifications shall be followed in making emergency purchases. In any event, every effort should be made to effect a competitively established price for purchases made by the state.

**Effective:** July 15, 2002

**History:** Amended 2002 Ky. Acts ch. 344, sec. 9, effective July 15, 2002. -- Amended 1997 (1<sup>st</sup> Extra. Sess.) Ky. Acts ch. 4, sec. 30, effective May 30, 1997. -- Amended 1990 Ky. Acts ch. 496, sec. 4, effective July 13, 1990. -- Created 1978 Ky. Acts ch. 110, sec. 20, effective January 1, 1979

**45A.100 Small purchases by state governmental bodies.**

(1) Procurements may be made in accordance with small purchase administrative regulations promulgated by the secretary of the Finance and Administration Cabinet, pursuant to KRS Chapter 13A, as follows:

(a) Up to ten thousand dollars (\$10,000) per project for construction and one thousand dollars (\$1,000) for purchases by any state governmental body, except for those state administrative bodies specified in paragraph (b) of this subsection; and

(b) Up to forty thousand dollars (\$40,000) per project for construction or purchases by the Finance and Administration Cabinet, state institutions of higher education, and the legislative branch of government.

(2) Procurement requirements shall not be artificially divided so as to constitute a small purchase under this section. Reverse auctions may be used for small purchase procurements. At least every two (2) years, the secretary shall review the prevailing costs of labor and materials and may make recommendations to the next regular session of the General Assembly for the revision of the then current maximum small purchase amount as justified by intervening changes in the cost of labor and materials.

(3) The secretary of the Finance and Administration Cabinet may grant to any state agency with a justifiable need a delegation of small purchasing authority which exceeds the agency's small purchase limit provided in subsection (1) of this section. Delegations of small purchasing authority shall be granted or revoked by the secretary of the Finance and Administration Cabinet, in accordance with administrative regulations promulgated by the cabinet pursuant to KRS Chapter 13A. These administrative regulations shall establish, at a minimum, the criteria for granting and revoking delegations of small purchasing authority, including the requesting agency's past compliance with purchasing regulations, the level of training of the agency's purchasing staff, and the extent to which the agency utilizes the Kentucky Automated Purchasing System. The administrative regulations may permit the secretary of the Finance and Administration Cabinet to delegate small purchase procurements up to the maximum amount specified in subsection (1)(b) of this section.

**Effective:** July 15, 2010

**History:** Amended 2010 Ky. Acts ch. 63, sec. 5, effective July 15, 2010. -- Amended 2002 Ky. Acts ch. 320, sec. 2, effective July 15, 2002. -- Amended 2000 Ky. Acts ch. 225, sec. 1, effective July 14, 2000. -- Amended 1996 Ky. Acts ch. 60, sec. 1, effective July 15, 1996. -- Amended 1994 Ky. Acts ch. 323, sec. 1, effective July 15, 1994. -- Amended 1990 Ky. Acts ch. 496, sec. 5, effective July 13, 1990. -- Amended 1986 Ky. Acts ch. 384, sec. 1, effective July 15, 1986. -- Amended 1984 Ky. Acts ch. 384, sec. 1, effective July 13, 1984. -- Amended 1982 Ky. Acts ch. 282, sec. 2, effective July 15, 1982. -- Amended 1980 Ky. Acts ch. 242, sec. 1, effective July 15, 1980; and ch. 250, sec. 19, effective April 9, 1980. -- Created 1978 Ky. Acts ch. 110, sec. 21, effective January 1, 1979.



**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO  
ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

The following excerpts are from 45 FR 65984 (October 3, 1980):

The minority and female goals apply to Federal and federally assisted construction contractors and subcontractors which have covered contracts. The goals are expressed as a percentage of the total hours worked by such a covered or subcontractor's entire onsite construction workforce, which is working on any construction site within a relevant area. The goal applies to each construction craft and trade in the contractor's entire workforce in the relevant area including those employees working on private non-federally involved projects.

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographic area. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, federally assisted or non-federally related project, contract or subcontract.

Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply as follows:

Goals for female participation in each trade.....6.9%  
Goals for minority participation in each trade.....Insert goals for each year  
(see Attachment Number 5)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area.

The following excerpts are from 45 FR 65977 (October 3, 1980):

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

As used in this Notice, and in the contract resulting from this solicitation, the covered area is (insert description of the geographical areas where the contract is to be performed giving the state, country, and city, if any).

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

**EEO Specifications**

Following is the standard language, which must be incorporated into all solicitations for offers and bids on all Federal and Federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in designated geographical areas:

1. As used in these specifications:
  - (a) Covered Area means the geographical area described in the solicitation from which this contract resulted.
  - (b) Director means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
  - (c) Employer identification number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - (d) Minority includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take a good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7-a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensively as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligation.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7-b above.

- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, lay-off, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative actions obligations (7 a through p). The efforts of a contractor association, joint contractor-union, contractor-community, of other similar group of which the contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7 a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example: even though the Contractor has achieved its goal for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables for affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**EEO GOALS FOR ECONOMIC AREAS IN REGION 4**  
**SOURCE: APPENDIX B-80 IN 45 FR 65984 (OCTOBER 3, 1980)**

**Kentucky:**

## 053 Knoxville, TN

## SMSA Counties:

3840 Knoxville, TN..... 6.6  
 TN Anderson; TN Blount; TN Knox; TN Union.

Non-SMSA Counties ..... 4.5

KY Bell; KY Harlan; KY Knox; KY Laurel; KY McCreary; KY Wayne; KY  
 Whitley; TN Campbell; TN Claiborne; TN Cocke; TN Cumberland; TN Fentress;  
 TN Grainger, TN Hamblen; TN Jefferson; TN Loudon; TN Morgan; TN Roane;  
 TN Scott; TN Sevier.

## 054 Nashville, TN:

## SMSA Counties:

1660 Clarksville - Hopkinsville, TN - KY ..... 18.2  
 KY Christian; TN Montgomery.

5360 Nashville - Davidson, TN..... 15.8

TN Cheatham, TN Davidson; TN Dickson; TN Robertson; TN Rutherford; TN  
 Sumner; TN Williamson; TN Wilson.

Non-SMSA Counties ..... 12.0

KY Allen; KY Barren; KY Butler; KY Clinton; KY Cumberland; KY Edmonson;  
 KY Logan; KY Metcalfe; KY Monroe; KY Simpson; KY Todd; KY Trigg; KY  
 Warren; TN Bedford; TN Cannon; TN Clay; TN Coffee; TN DeKalb; TN Franklin;  
 TN Giles; TN Hickman; TN Houston; TN Humphreys; TN Jackson; TN Lawrence;  
 TN Lewis; TN Macon; TN Marshall; TN Maury; TN Moore; TN Overton; TN  
 Perry; TN Pickett; TN Putnam; TN Smith; TN Stewart; TN Trousdale; TN Van  
 Buren; TN Warren; TN Wayne; TN White.

## 056 Paducah, KY:

Non-SMSA Counties ..... 5.2

IL Hardin; IL Massac; IL Pope; KY Ballard; KY Caldwell; KY Calloway. KY  
 Carlisle; KY Crittenden; KY Fulton; KY Graves; KY Hickman; KY Livingston;  
 KY Lyon. KY McCracken; KY Marshall.

## 057 Louisville, KY:

## SMSA Counties:

4520 Louisville, KY-IN ..... 11.2  
 IN Clark; IN Floyd; KY Bullitt; KY Jefferson; KY Oldham.

Non-SMSA Counties ..... 9.6

IN Crawford; IN Harrison; IN Jefferson; IN Orange; IN Scott; IN Washington; KY  
 Breckinridge; KY Grayson; KY Hardin; KY Hart; KY Henry; KY Larue; KY  
 Marion; KY Meade; KY Nelson; KY Shelby; KY Spencer; KY Trimble; KY  
 Washington.

058 Lexington, KY	
SMSA Counties	
4280 Lexington-Fayette, KY .....	10.8
KY Bourbon; KY Clark; KY Fayette; KY Jessamine; KY Scott; KY Woodford.	
Non-SMSA Counties .....	7.0
KY Adair KY Anderson; KY Bath; KY Boyle; KY Breathitt; KY Casey; KY Clay;	
KY Estill; KY Franklin; KY Garrard; KY Green; KY Harrison; KY Jackson; KY	
Knott; KY Lee; KY Leslie; KY Letcher; KY Lincoln; KY Madison; KY Magoffin;	
KY Menifee; KY Mercer; KY Montgomery; KY Morgan. KY Nicholas; KY	
Owsley; KY Perry; KY Powell; KY Pulaski; KY Rockcastle; KY Russell; KY	
Taylor; KY Wolfe.	
059 Huntington, WV:	
SMSA Counties:	
3400 Huntington - Ashland, WV-KY-OH .....	2.9
KY Boyd; KY Greenup; OH Lawrence; WV Cabell; WV Wayne.	
Non-SMSA Counties .....	2.5
KY Carter; KY Elliott; KY Floyd; KY Johnson; KY Lawrence; KY Martin; KY	
Pike; KY Rowan; OH Gallia; WV Lincoln; WV Logan; WV Mason; WV Mingo.	
067 Cincinnati, OH:	
SMSA Counties:	
1640 Cincinnati, OH-KY-IN .....	11.0
IN Dearborn; KY Boone; KY Campbell; KY Kenton; OH Clermont; OH Hamilton;	
OH Warren.	
3200 Hamilton - Middletown, OH .....	5.0
OH Butler.	
Non-SMSA Counties .....	9.2
IN Franklin; IN Ohio; IN Ripley; IN Switzerland; KY Bracken; KY Carroll; KY	
Fleming; KY Gallatin; KY Grant; KY Lewis; KY Mason; KY Owen; KY	
Pendleton; KY Robertson; OH Adams; OH Brown; OH Clinton; OH Highland.	
080 Evansville, IN:	
SMSA Counties	
2440 Evansville, IN-KY .....	4.8
IN Gibson; IN Posey; IN Vanderburgh; IN Warrick; KY Henderson.	
5990 Owensboro, KY .....	4.7
KY Daviess.	
Non-SMSA Counties .....	3.5
IL Edwards; IL Gallatin; IL Hamilton; IL Lawrence; IL Saline; IL Wabash; IL	
White; IN Dubois; IN Knox; IN Perry; IN Pike; IN Spencer; KY Hancock; KY	
Hopkins; KY McLean; KY Muhlenberg; KY Ohio; KY Union; KY Webster.	

**CHECK LIST OF EEO DOCUMENTATION FOR BIDDERS ON  
GRANT/LOAN CONSTRUCTION (EXECUTIVE ORDER 11246 AS AMENDED)**

The low, responsive responsible bidder must forward the following items, in duplicate, to the owner no later than ten (10) days after bid opening. The owner shall have one (1) copy available for inspection by the Office of Federal Contracts Compliance (OFCC) within 14 days after the bid opening. More information can be found on the [OFCC](#) webpage.

1. Project Number. Project Location. Type of Construction.
2. Proof of registration with the Joint Reporting Commission. (See Attachment Number 7.)
3. Copy of Affirmative Action Plan of contractor. Indicate company official responsible for EEO.
4. List of current construction contracts, with dollar amount. List contracting Federal Agency, if applicable.
5. Statistics concerning company percent workforce, permanent and temporary, by sex, race, trade, handicapped, and age. 40 CFR Part 7.
6. List of employment sources for project in question. If union sources are utilized, indicate percentage of minority membership within the union crafts.
7. Anticipated employment needs for this project, by sex, race and trade, with estimate of minority participation in specific trades.
8. List of subcontractors (name, address and telephone) with dollar amount and duration of subcontract. Subcontractor contracts over \$10,000 must submit items 1- 7. The following information must be provided for all supplier contracts regardless of contract size: name of company, contact person, address, telephone number, dollar value of the contract, and a list of the materials to be supplied to the prime contractor.
9. List of any subcontract work yet to be committed with estimate of dollar amount and duration of contract.
10. Contract Price. Duration of prime contract.
11. DBE Documents - See special instructions regarding use of Minority, and Women Owned, and Small Businesses.



## EMPLOYER INFORMATION REPORT EEO-1

Under the direction of the US Equal Employment Opportunity Commission, the Joint Reporting Committee is responsible for the full-length, multi-phase processing of employment statistics collected on the Employer Information Report EEO-1. This report, also termed Standard Form 100, details the sex and race/ethnic composition of an employer's work force by job category.

The Employer Information EEO-1 survey is conducted annually under the authority of Public Law 88-352, Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972. All employers with 15 or more employees are covered by Public Law 88-352 and are required to keep employment records as specified by Commission regulations. Based on the number of employees and federal contract activities, certain large employers are required to file an EEO-1 Report on an annual basis.

The EEO-1 Report must be filed by:

- (A) All private employers who are: (1) subject to Title VII of the Civil Rights Act of 1964 (as amended by the Equal Employment Opportunity Act of 1972) with 100 or more employees EXCLUDING State and local governments, primary and secondary school systems, institutions of higher education, Indian tribes and tax-exempt private memberships clubs other than labor organizations; OR (2) subject to Title VII who have fewer than 100 employees if the company is owned or affiliated with another company, or there is centralized ownership, control or management (such as central control of personnel policies and labor relations) so that the group legally constitutes a single enterprise and the entire enterprise employs a total of 100 or more employees.
- (B) All federal contractors (private employers), who: (1) are not exempt as provided for by 41 CFR 60-1.5, (2) have 50 or more employees, and (a) are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or (b) serve as depository of Government funds in any amount, or (c) is a financial institution which is an issuing and paying agent for U.S. Savings Bonds and Notes.

Only those establishments located in the District of Columbia and the 50 states are required to submit the EEO-1 Report. No Reports should be filed for establishments in Puerto Rico, the Virgin Islands or other American Protectorates.

When filing for the EEO-1 Report for the first time, go to the [U.S. Equal Employment Opportunity Commission](#) webpage and select "First Time Filers". Fill out the electronic questionnaire to enter your company into Joint Reporting Committee (JRC) system. Once you have completed the registration process, you will be contacted on how to proceed with the EEO-1 Report. If you have previously registered with the JRC, follow their instructions to update your information.

**LABOR STANDARDS PROVISIONS FOR  
FEDERALLY ASSISTED CONSTRUCTION**

Labor standards provisions applicable to contracts covering federally financed and assisted construction (29 CFR 5.5, Contract Provisions and Related Matters) that apply to EPA State Revolving Fund loans are:

(a)(4)(iii) *Equal employment opportunity*. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(a)(5) *Compliance with Copeland Act requirements*. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(a)(6) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5 (a)(1) through (10) and such other clauses as the U.S. Environmental Protection Agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(a)(7) *Contract termination: debarment*. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(b) *Contractor Work Hours and Safety Standards Act*. The Administrator, EPA, shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

(b)(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b)(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for unliquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The U.S. Environmental Protection Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime

contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in section §5.1, the Administrator of EPA shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Administrator of EPA shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the U.S. Environmental Protection Agency and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job. (Approved by the Office of Management and Budget under OMB control numbers 1215-0140 and 1215-0017.)

## **CERTIFICATIONS**

### **Debarred Firms**

All prime Construction Contractors shall certify that Subcontractors have not and will not be awarded to any firm that is currently on the EPA Master List of Debarred, Suspended and Voluntarily Excluded Persons in accordance with the provisions of 40 CFR 32.500(c). Debarment action is taken against a firm for noncompliance with Federal Law.

All bidders shall complete the attached certification (Attachment Number 9) and submit to the owner with the bid proposal.

### **Anti-lobbying Certification**

All prime Construction Contractors must certify (Attachment Number 10) that no appropriated funds were or will be expended for the purpose of lobbying the Executive or Legislative Branches of the Federal Government or Federal Agency concerning this contract (contract in excess of \$100,000). If the Contractor has made or agreed to make payment to influence any member of Congress in regard to award of this contract, a Disclosure Form must be completed and submitted to the owner with the bid proposal.

All prime Contractors must require all Subcontractors to submit the certification, which must also be submitted to the owner.

**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

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Typed Name & Title of Authorized Representative

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Signature of Authorized Representative

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Date

\_\_\_\_\_ I am unable to certify to the above statements. My explanation is attached.

**CERTIFICATION REGARDING LOBBYING  
CERTIFICATION FOR CONTRACTS,  
GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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Typed Name & Title of Authorized Representative

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Signature of Authorized Representative

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Date

\_\_\_\_\_ I am unable to certify to the above statements. My explanation is attached.

## EPA DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

EPA's Disadvantaged Business Enterprise Program rule applies to contract procurement actions funded in part by EPA assistance agreements awarded after May 27, 2008. The rule is found at Federal regulation Title 40, Part 33. Specific responsibilities are highlighted below.

### Loan recipient responsibilities:

- Include in each contract with a primary contractor the following term and condition:
 

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract.” (*Appendix A to Part 33—Term and Condition*)
- Employ the six Good Faith Efforts during prime contractor procurement (§33.301).
- Require the prime contractor to comply with the following prime contractor requirements of Title 40 Part 33:
  - To pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient (§33.302(a)).
  - To notify recipient in writing prior to any termination of a DBE subcontractor for convenience by the prime contractor (§33.302(b)).
  - To employ the six Good Faith Efforts described in §33.301 if soliciting a replacement subcontractor after a DBE subcontractor fails to complete work under the subcontract for any reason (§33.302(c)).
  - To employ the six Good Faith Efforts described in §33.301 even if the prime contractor has achieved its fair share objectives under subpart D of Part 33 (§33.302(d)).
  - To provide EPA Form 6100-2 – *DBE Program Subcontractor Participation Form* to all DBE subcontractors (§33.302(e)). **NOTE: this requirement has been suspended.**
  - To submit EPA Forms 6100-3 – *DBE Program Subcontractor Performance Form* and 6100-4 *DBE Program Subcontractor Utilization Form* as part of the bid package or proposal (§33.302(f) and (g)). **NOTE: this requirement has been suspended.**
  - To employ the six Good Faith Efforts steps in paragraphs (a) through (f) of §33.301 while procuring any subcontracts (§33.302(i)).
- Conduct an Availability Analysis and negotiate fair share objectives with EPA (§33.401), or adopt the fair share objectives of the oversight state agency revolving loan fund for comparable infrastructure (§33.405(b)(3)).
- Maintain all records documenting its compliance with the requirements of Title 40 Part 33, including documentation of its, and its prime contractors', good faith efforts (§33.501(a)).

- Create and maintain a bidders list and require the prime contractor to create and maintain a bidders list (§33.501(b)). This list must include all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs. This list must be kept until the project period for the identified loan has ended. The following information must be obtained from all prime and subcontractors:
  - (a) Entity's name with point of contact,
  - (b) Entity's mailing address, telephone number, and email address,
  - (c) The procurement on which the entity bid or quoted, and when, and,
  - (d) Entity's status as an MBE/WBE or non-MBE/WBE.

### **Prime Contractor Responsibilities:**

- Include in each contract with a subcontractor the following term and condition:
 

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract.” (*Appendix A to Part 33—Term and Condition*)
- Employ the six Good Faith Efforts during subcontractor procurement (§33.301).
- Pay subcontractors for satisfactory performance no more than 30 days from receipt of payment from the recipient (§33.302(a)).
- Notify recipient in writing prior to termination of a DBE subcontractor for convenience (§33.302(b)).
- Employ the six Good Faith Efforts described in §33.301 if soliciting a replacement subcontractor after a DBE subcontractor fails to complete work under the subcontract for any reason. (§33.302(c)).
- Employ the six Good Faith Efforts described in §33.301 even if the fair share objectives have been achieved under subpart D of Part 33 (§33.302(d)).
- Provide EPA Forms 6100-2 – *DBE Program Subcontractor Participation Form* and 6100-3 – *DBE Program Subcontractor Performance Form* to each DBE subcontractor prior to opening of the subcontractor's bid or proposal (§33.302(e) and (f)). **NOTE: this requirement has been suspended.**
- Complete EPA Form 6100-4 – *DBE Program Subcontractor Utilization Form* (§33.302(g)). **NOTE: this requirement has been suspended.**
- Submit to recipient with the bid package or proposal the completed EPA Form 6100-4, plus an EPA Form 6100-3 for each DBE subcontractor used in the bid or proposal (§33.302(f) and (g)). **NOTE: this requirement has been suspended.**
- Maintain all records documenting its compliance with the requirements of Title 40 Part 33, including documentation of its, and its subcontractors', good faith efforts (§33.501(a)).
- Create and maintain a bidders list and require the subcontractor to create and maintain a bidders list (§33.501(b)). This list must include all firms that bid or quote on subcontracts, including both



MBE/WBEs and non-MBE/WBEs. This list must be kept until the project period for the identified loan has ended. The following information must be obtained from all subcontractors:

- (a) Entity's name with point of contact,
- (b) Entity's mailing address, telephone number, and email address,
- (c) The procurement on which the entity bid or quoted, and when, and,
- (d) Entity's status as an MBE/WBE or non-MBE/WBE.

**Subcontractor Responsibilities:**

- May submit EPA Form 6100-2 – *DBE Program Subcontractor Participation Form* directly to DOW Project Manager (§33.302(e)). **NOTE: this requirement has been suspended.**
- Must complete EPA Form 6100-3 – *DBE Program Subcontractor Performance Form* and submit it to the prime contractor soliciting services prior to the prime contractor opening bids or quotes. **NOTE: this requirement has been suspended.**

# DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION POLICY

**PROJECT NAME:** \_\_\_\_\_ **BID DATE:** \_\_\_\_\_

**1. Name, address and telephone number of contact person on all DBE matters:**

Prime Contractor's Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Total Contract Amount: \_\_\_\_\_

**2. Total dollar amount/percent of contract of MBE participation:** \_\_\_\_\_

**3. Total dollar amount/percent of contract of WBE participation:** \_\_\_\_\_

**4. Are certifications\* for each MBE/WBE/DBE subcontractor** ☐ Yes ☐ No  
**enclosed; if no, please explain:** \_\_\_\_\_

**5. Are MBE/WBE/DBE subcontracts or letters of intent signed by** ☐ Yes ☐ No  
**both parties enclosed; if no, please explain:** \_\_\_\_\_

**6. List of MBE Subcontractors:**

Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Type of Contract: \_\_\_\_\_  
Work to be Done: \_\_\_\_\_  
Amount: \_\_\_\_\_

**7. List of WBE Subcontractors:**

Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Type of Contract: \_\_\_\_\_  
Work to be Done: \_\_\_\_\_  
Amount: \_\_\_\_\_

Attach Additional Sheets, If Necessary

\*Self-certification: Self certification of MBE/WBE/DBE firms will NOT be accepted as a valid form of certification of MBE/WBE/DBE status.

**8. Information and documentation concerning efforts taken to comply with EPA's "six good faith efforts"**

- (i). Ensure DBE construction firms or material suppliers are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources. A good source for a list of DBEs is the Kentucky Transportation's [Certified DBE Directory](#) webpage.

☐ The prime contractor certifies that a solicitation list of qualified DBE vendors was developed for current and future solicitations. *Submit a copy of the list as documentation.*

- (ii). Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process; including, whenever possible, posting solicitation for bids or proposals for a sufficient amount of time as to receive a competitive bid or proposal pool.

☐ The prime contractor certifies that every opportunity was provided to a number of DBEs to encourage their participation in the competitive process and that an adequate amount of time was provided for response. Must do at least one of the below.

- a. List each DBE construction firm or material supplier to which a solicitation was attempted. *Submit copies of letters, emails, faxes, telecommunication logs, certified mail receipts, returned envelopes, certified mail return receipts, etc. as documentation.*

Company name and phone number: \_\_\_\_\_

Area of work expertise: \_\_\_\_\_

Date of any follow-ups and person spoke to: \_\_\_\_\_

- b. Advertisements, if applicable: List each publication in which an announcement or notification was placed. *Submit original advertisement or a copy of the advertisement with an affidavit of publication for each announcement as documentation.*

Name of publication: \_\_\_\_\_

Date(s) of advertisement: \_\_\_\_\_

Specific subcontract areas announced: \_\_\_\_\_

- c. Other, if applicable: List each notification method in which an announcement or outreach was used; list serve, public meeting, etc. *Submit applicable information to document effort.*

Method of notification: \_\_\_\_\_

Date(s) of notification: \_\_\_\_\_

- (iii). Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs; including dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

☐ The prime contractor certifies that the project was broken into its basic elements (i.e., dirt hauling, landscaping, painting, pipe installation, material supplies, etc.) and that a determination was made whether it's economically feasible to bid the elements separately and that the analysis of this effort was documented with a short memo to the project file.

- (iv). Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
- ☐ The prime contractor certifies that they established delivery schedules which would allow DBEs to participate in the project and the effort was documented with a short memo to the project file.
- (v). Use the services and assistance of the Small Business Administration (SBA). The easiest way to utilize their services is to visit the [SBA](#) webpage and use the electronic tools available there or you may send the nearest SBA office a certified letter that generally describes the solicitation, the dates it will be open, the types of vendors you are seeking and applicable Standard Industrial Classification (SIC) or North American Industry Classification System (NAIC) codes if known. Or, you may use the services and assistance of the Kentucky Procurement Technical Assistance Center (PTAC) **and** the Kentucky Department of Transportation (KDOT). The easiest way to utilize the services of Kentucky PTAC and KDOT is to send an email to [kyptacinfo@kstc.com](mailto:kyptacinfo@kstc.com) and [Melvin.Bynes2@ky.gov](mailto:Melvin.Bynes2@ky.gov) and generally describe the solicitation, the dates it will be open, the types of vendors you are seeking and applicable SIC or NAIC codes if known.
- ☐ The prime contractor certifies that the assistance of the SBA or PTAC **and** KDOT was utilized. *Submit pages printed off the SBA websites which evidence efforts to register a solicitation on the site or submit copies of the letter sent and certified mail receipt as documentation; or submit copies of emails sent to PTAC and DOT as documentation.*
- (vi). If a Prime contractor awards any subcontracts, require the subcontractor to take the steps in numbers (i) through (v) above.
- ☐ The prime contractor certifies that subcontractors used for this project will be required to follow the steps of the "six good faith efforts" as listed above.

**9. Signature and date:**

To the best of my knowledge and belief, all "six good faith efforts" have been met and the information contained in this document is true and correct; the document has been duly authorized by the legal representative.

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Signature

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Print name and title

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Date

## BIDDER'S LIST FORM

OWNER: \_\_\_\_\_

LOAN NO: \_\_\_\_\_

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

BID DATE: \_\_\_\_\_

Instructions:

1. Per 40 CFR §33.501(b), this list must include all firms that were solicited for participation, bid on, or quoted for a prime contract or subcontract under EPA assisted projects, includes both DBE's and non DBE's.
2. SRF loan participants must keep the Bidder's List until the project period for the identified loan has ended and no funds are remaining.
3. This list must be submitted to DOW in the ATA Package. Contract Award Approval cannot be given until this form has been received by DOW.
4. The following information must be obtained from all prime and subcontractors. Please complete the form below:

ENTITY'S NAME	MAILING ADDRESS	CONTACT PERSON	PHONE#	E-MAIL ADDRESS	M/WBE?

## **BONDS AND INSURANCE**

The minimum requirements shall be as follows:

Bonding requirements for contracts of \$100,000 or less are contained in 40 CFR 31.36(h).

Bond requirements for contracts in excess of \$100,000 are:

- Bid guarantee equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a certified check or bid bond submitted with the bid;
- Performance bond equal to 100 percent of the contract price, and
- Payment bond equal to 100 percent of the contract price. Bonds must be obtained from companies holding Certificates of Authority as acceptable sureties, issued by the U.S. Treasury.

Insurance requirements are contained in the General Conditions of the contract. In addition to the other required insurance, the owner or the contractor, as appropriate, must acquire any flood insurance made available by the Federal Emergency Management Agency as required by 44 CFR Parts 59-79, if construction will take place in a flood hazard area identified by the Federal Emergency Management Agency. The owner's requirements on Flood Insurance are contained in the Special Conditions Section of the Contracts Documents.

**STORM WATER GENERAL PERMIT**

All construction projects with surface disturbance of more than 1 acre during the period of construction must have a KPDES Storm Water General Permit. The permit can be found at this [webpage](#).

If you have any questions regarding the completion of this form call the Surface Water Permits Branch, at (502) 564-3410.

## **DAVIS-BACON WAGE RATE REQUIREMENTS**

CWSRF: The recipient agrees to include in all agreements to provide assistance for the construction of treatment works carried out in whole or in part with such assistance made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.), or with such assistance made available under section 205(m) of that Act (33 U.S.C. 1285(m)), or both, a term and condition requiring compliance with the requirements of section 513 of that Act (33 U.S.C. 1372) in all procurement contracts and sub-grants, and require that loan recipients, procurement contractors and sub-grantees include such a term and condition in subcontracts and other lower tiered transactions. All contracts and subcontracts for the construction of treatment works carried out in whole or in part with assistance made available as stated herein shall insert in full in any contract in excess of \$2,000 the contract clauses as set forth below titled “Wage Rate Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)”. This term and condition applies to all agreements to provide assistance under the authorities referenced herein, whether in the form of a loan, bond purchase, grant, or any other vehicle to provide financing for a project, where such agreements are executed on or after October 30, 2009.

DWSRF: The recipient agrees to include in all agreements to provide assistance for any construction project carried out in whole or in part with such assistance made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12), a term and condition requiring compliance with the requirements of section 1450(e) of the Safe Drinking Water Act (42 U.S.C.300j-9(e)) in all procurement contracts and sub-grants, and require that loan recipients, procurement contractors and sub-grantees include such a term and condition in subcontracts and other lower tiered transactions. All contracts and subcontracts for any construction project carried out in whole or in part with assistance made available as stated herein shall insert in full in any contract in excess of \$2,000 the contract clauses as set forth below entitled “Wage Rate Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)”. This term and condition applies to all agreements to provide assistance under the authorities referenced herein, whether in the form of a loan, bond purchase, grant, or any other vehicle to provide financing for a project, where such agreements are executed on or after October 30, 2009.

### **Wage Rate Requirements under the Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)**

#### **Preamble**

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities within the State. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients’ compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients’ compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.



## **I. Requirements under the Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6) for Subrecipients that are Governmental Entities:**

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. The recipient or subrecipient may also obtain additional guidance from [Department of Labor's](#) webpage.

### **1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.**

Under the FY 2013 Continuing Resolution, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

### **2. Obtaining Wage Determinations.**

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor the [General Services Administration](#) website weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor the [General Services Administration](#) website on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from the [General Services Administration](#) website into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage

determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

### **3. Contract and Subcontract provisions.**

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's [General Services Administration](#) website.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the [Wage and Hour Division's](#) webpage or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### (4) Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for

the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **4. Contract Provision for Contracts in Excess of \$100,000.**

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.



## **5. Compliance Verification.**

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour [District Office](#).

## **II. Requirements under the Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6) for Subrecipients that are not Governmental Agencies**

The following terms and conditions specify how recipients will assist EPA in meeting its DB responsibilities when DB applies to EPA awards of financial assistance under the FY2013 Continuing Resolution with respect to subrecipients that are not governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient for guidance. The recipient or subrecipient may also obtain additional guidance from [DOL's](#) webpage.

**Under these terms and conditions, the subrecipient must submit its proposed DB wage determinations to the State recipient for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.**

### **1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.**



Under the FY 2013 Continuing Resolution, Davis-Bacon prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

## **2. Obtaining Wage Determinations.**

(a) Subrecipients must obtain proposed wage determinations for specific localities from the U.S. Department of Labor's [General Services Administration](#) website. After the Subrecipient obtains its proposed wage determination, it must submit the wage determination to (insert contact information for State recipient DB point of contact for wage determination) for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official).

(b) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor the U.S. Department of Labor's [General Services Administration](#) website on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor the U.S. Department of Labor's [General Services Administration](#) website on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(c) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from the U.S. Department of Labor's [General Services Administration](#) website into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract

or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

### **3. Contract and Subcontract provisions.**

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3) ), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's [General Services Administration](#) website.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request, and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s) shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the

site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the [Wage and Hour Division's](#) webpage or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### (4) Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and

Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **4. Contract Provision for Contracts in Excess of \$100,000.**

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act.

These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient shall upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

## **5. Compliance Verification.**

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour [District Office](#) or its successor site.



## AMERICAN IRON AND STEEL REQUIREMENT

The Contractor acknowledges to and for the benefit of the \_\_\_\_\_ (“Purchaser”) and the State of Kentucky (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser).

While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

## Sample Certification

The following information is provided as a sample letter of step certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name  
Company Address  
City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

---

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Participation Form**

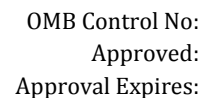
An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE<sup>1</sup> subcontractor<sup>2</sup> the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Please use the space below to report any concerns regarding the above EPA-funded project:

[illegible]

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services , Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: _____		Meets/ exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	___ YES	___ NO	
If yes, please complete the table below. If no, please explain:			
<b>Subcontractor Name/ Company Name</b>	<b>Company Address/ Phone/ Email</b>	<b>Est. Dollar Amt</b>	<b>Currently DBE Certified?</b>

Continue on back if needed

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



## DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION POLICY

PROJECT NAME: \_\_\_\_\_

BID DATE: \_\_\_\_\_

**1. Name, address and telephone number of contact person on all DBE matters:**

Prime Contractor's Name: \_\_\_\_\_

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

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

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

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

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

Total Contract Amount: \_\_\_\_\_

**2. Total dollar amount/percent of contract of MBE participation:** \_\_\_\_\_

**3. Total dollar amount/percent of contract of WBE participation:** \_\_\_\_\_

**4. Are certifications\* for each MBE/WBE/DBE subcontractor enclosed; if no, please explain:** ☐ Yes ☐ No

**5. Are MBE/WBE/DBE subcontracts or letters of intent signed by both parties enclosed; if no, please explain:** ☐ Yes ☐ No

**6. List of MBE Subcontractors:**

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

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

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

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

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

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

Type of Contract: \_\_\_\_\_

Work to be Done: \_\_\_\_\_

Amount: \_\_\_\_\_

**7. List of WBE Subcontractors:**

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

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

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

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

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

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

Type of Contract: \_\_\_\_\_

Work to be Done: \_\_\_\_\_

Amount: \_\_\_\_\_

Attach Additional Sheets, If Necessary

\*Self-certification: Self certification of MBE/WBE/DBE firms will NOT be accepted as a valid form of certification of MBE/WBE/DBE status.

8. **Information and documentation concerning efforts taken to comply with EPA's "six good faith efforts"**

- (i). Ensure DBE construction firms or material suppliers are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources. A good source for a list of DBEs is the Kentucky Transportation's website: <http://transportation.ky.gov/Civil-Rights-and-Small-Business-Development/Pages/Certified-DBE-Directory.aspx>.
- ☐ The prime contractor certifies that a bidders list (see example sheet below) of qualified vendors, including DBEs, was developed for current and future solicitations and that the list will be maintained. *Submit a copy of the list as documentation.*
- (ii). Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process; including, whenever possible, posting solicitation for bids or proposals for a sufficient amount of time as to receive a competitive bid or proposal pool.
- ☐ The prime contractor certifies that every opportunity was provided to a number of DBEs to encourage their participation in the competitive process and that an adequate amount of time was provided for response. Must do at least one of the below.
- a. List each DBE construction firm or material supplier to which a solicitation was attempted. *Submit copies of letters, emails, faxes, telecommunication logs, certified mail receipts, returned envelopes, certified mail return receipts, etc. as documentation.*
- Company name and phone number: \_\_\_\_\_
- Area of work expertise: \_\_\_\_\_
- Date of any follow-ups and person spoke to: \_\_\_\_\_
- b. Advertisements, if applicable: List each publication in which an announcement or notification was placed. *Submit original advertisement or a copy of the advertisement with an affidavit of publication for each announcement as documentation.*
- Name of publication: \_\_\_\_\_
- Date(s) of advertisement: \_\_\_\_\_
- Specific subcontract areas announced: \_\_\_\_\_
- c. Other, if applicable: List each notification method in which an announcement or outreach was used; list serve, public meeting, etc. *Submit applicable information to document effort.*
- Method of notification: \_\_\_\_\_
- Date(s) of notification: \_\_\_\_\_
- (iii). Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs; including dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- ☐ The prime contractor certifies that the project was broken into its basic elements (i.e., dirt hauling, landscaping, painting, pipe installation, material supplies, etc.) and that a determination was made whether it's economically feasible to bid the elements separately and that the analysis of this effort was documented with a short memo to the project file.

- (iv). Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
- ☐ The prime contractor certifies that they established delivery schedules which would allow DBEs to participate in the projects.
- (v). Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce. The easiest way to utilize the services of SBA and MBDA is to visit their websites: [www.sba.gov](http://www.sba.gov) and [www.mbda.gov](http://www.mbda.gov) and use the electronic tools available there or you may send the nearest SBA and MBDA office a certified letter that generally describes the solicitation, the dates it will be open, the types of vendors you are seeking and applicable Standard Industrial Classification (SIC) or North American Industry Classification System (NAIC) codes if known. You may also use the services and assistance of the Procurement Technical Assistance Center (PTAC) or the Kentucky Department of Transportation (KDOT). The easiest way to utilize the services of PTAC or KDOT is to send an email to [kyptacinfo@kstc.com](mailto:kyptacinfo@kstc.com) or [tyouseffi@ky.gov](mailto:tyouseffi@ky.gov) and generally describe the solicitation, the dates it will be open, the types of vendors you are seeking and applicable SIC or NAIC codes if known.
- ☐ The prime contractor certifies that the assistance of the SBA, MBDA, PTAC and/or KDOT was utilized. *Submit pages printed off the SBA and MBDA websites which evidence efforts to register a solicitation on those sites or submit copies of the letter sent and certified mail receipt as documentation; submit copies of emails with PTAC or KDOT as documentation.*
- (vi). If a subcontractor awards any subcontracts, require the subcontractor to take the steps in numbers (i) through (v) above.
- ☐ The prime contractor certifies that subcontractors used for this project will be required to follow the steps of the "six good faith efforts" as listed above.

**9. Signature and date:**

To the best of my knowledge and belief, all "six good faith efforts" have been met and the information contained in this document is true and correct; the document has been duly authorized by the legal representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Date

# BIDDER'S LIST FORM

**OWNER:** \_\_\_\_\_

**LOAN NO:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

**BID DATE:** \_\_\_\_\_

Instructions:

1. This list must include all firms that were solicited for participation, bid on, or quoted for a prime contract or subcontracts under EPA assisted projects, includes both DBE's and non-DBE's.
2. SRF loan participants must keep the Bidder's List until the project period for the identified loan has ended and no funds are remaining.
3. This list must be submitted to DOW in the ATA Package. Contract Award Approval cannot be given until this form has been received by DOW.
4. The following information must be obtained from all prime contractors and subcontractors. Please complete the form below:

[illegible]

## PREVAILING WAGE RATES

Superseded General Decision Number: KY20240058

State: Kentucky

Construction Type: Heavy

Counties: Adair, Barren, Casey, Clinton, Cumberland, Green, Hart, Knox, Laurel, Logan, Marion, McCreary, Metcalfe, Pulaski, Russell, Simpson, Taylor, Wayne and Whitley Counties in Kentucky.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.</li></ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	05/16/2025
2	07/11/2025
3	08/01/2025
4	08/22/2025

CARP0064-007 04/01/2025

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 33.89	24.06

ELEC0369-004 09/04/2024

	Rates	Fringes
LINE CONSTRUCTION		
Equipment Operator.....	\$ 39.15	26%+7.40
Groundman.....	\$ 25.77	26%+7.40
Lineman.....	\$ 43.84	26%+7.40

ENGI0181-010 07/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 41.55	9.50
GROUP 2.....	\$ 38.69	9.50
GROUP 4.....	\$ 38.37	9.50

#### OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Crane; Drill; Grader/Blade; Mechanic; Scraper

GROUP 2 - Bobcat/Skid Steer/Skid Loader; Forklift

GROUP 4 - Oiler

Operators on cranes with booms 150 feet and over (including jib) shall receive \$1.00 above Group 1 rate; 250 feet and over including jib shall receive \$1.50 above Class 1 rate. Combination Rate: All crane operators operating cranes, where the length of the boom in combination with the length of the piling leads equal or exceeds 150 feet, shall receive \$1.00 above the Group 1 rate.

Employees assigned to work below ground level are to be paid 10% above basic wage rate. This does not apply to open cut work.

\* IRON0782-010 08/01/2025

	Rates	Fringes
IRONWORKER (Reinforcing & Structural)		
Projects over \$20,000,000.00.....	\$ 37.47	26.49
Projects under \$20,000,000.00.....	\$ 35.63	26.49

LAB00189-014 07/01/2025

	Rates	Fringes
LABORER		
Concrete Saw (Hand Held/Walk Behind).....	\$ 27.12	19.66
Concrete Worker.....	\$ 26.87	19.66

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SUKY2011-014 06/25/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 21.60	10.35
ELECTRICIAN.....	\$ 32.35	2.18
LABORER: Common or General.....	\$ 20.60	9.39
LABORER: Flagger.....	\$ 18.31	8.89
LABORER: Pipelayer.....	\$ 20.13	8.63
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 23.60	12.65
OPERATOR: Bulldozer.....	\$ 21.72	7.45
OPERATOR: Loader.....	\$ 30.35	0.00

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical



order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that

the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

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END OF GENERAL DECISION"

## 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: **Phase 24 Wastewater System Improvements CONTRACT 1: WWTP IMPROVEMENTS** for the Columbia-Adair Utilities District.
- C. Engineer: Kentucky Engineering Group, PLLC. Versailles Kentucky 40383
- D. The following major Work items are included in the Contract:  
  
Replacing grit removal system, replacing diffusers and all related appurtenances
- 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 and payment prior to commencement of work. However, the Engineer shall not accept a construction schedule that fails to utilize the entire time allocated for the construction of the wastewater treatment plant. 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.

**1.02 RELATED WORK**

- A. Section 01010 - Summary of Work.

**1.03 CONTRACTOR'S CONSTRUCTION SEQUENCE, SCHEDULE & PROVISIONS**

The Contractor shall be responsible for all planning, coordination and execution of the work. The sequence of work shall provide assurances that reliable treatment plant operation will be maintained and such sequences shall be approved by the Owner and the Engineer. No cost or schedule adjustments shall be given for changes to the construction sequence not approved by the Owner and Engineer.

The Contractor's proposed construction sequence schedule must allow the Owner to maintain full operation of their existing wastewater treatment plant during the construction period. The Contractor shall take all necessary precautions to minimize, if not totally eliminate, the disruption in treatment operations. When a disruption in the operations is required, the Contractor shall coordinate in advance (5 days minimum) the interruption with the Owner and the Engineer. The interruptions shall be held to a minimum by wise and prudent coordination of the Contractor's work efforts. Some items of new construction will have to be completed prior to the removal from service and/or renovation of existing facilities.

The contractor shall be responsible for all damages brought about by the disruption of the operation if such disruptions are a direct cause of Contractor negligence and/or a failure of the Contractor to coordinate his work effort to minimize and/or eliminate disruptions in service.

Some general constraints to the Contractor's construction sequence are noted as follows:

- A. Total and/or partial plant shut-downs shall be scheduled with the Owner and Engineer and at no time shall the treatment plant be out of service. When performing work on the filters, only one filter shall be out of service at a time.
- B. In general, provide all necessary electrical infrastructure to facilitate the installation of new equipment or replacement of existing equipment, where work does not adversely affect the operation of the existing facility. To greatest extent possible, have electrical system in place and ready for energizing where equipment is to be installed or replaced. Do not demolish any equipment (motor control centers, panelboards, etc.) that would be critical to the operation of the existing facility until provisions have been made to accommodate loss of the demolished item.

- C. The existing SCADA system must remain operational during all phases of construction and at no time shall the system be out of service.
- D. Chemical feed capabilities must be maintained at all times during construction. The Contractor shall maintain all roadways to allow for delivery of chemical feed supply. It shall be the Contractor's responsibility during the duration of the construction project to provide assistance, including all labor, material, and equipment, as required to maintain, load, unload, and provide as-needed temporary facilities and undisturbed delivery of chemicals to the proper location and feed point of the treatment plant. The Contractor at all times shall provide access for delivery of chemicals to the facility.
- E. Contractor shall provide all temporary piping and pumping which may be required for construction of the treatment plant.
- F. After each piece of equipment is successfully started-up, the Contractor shall "Video Tape" the Owner's training administered by the particular piece of equipment's factory Representative. The tape shall be given to the Owner on a portable hard drive "thumb drive" for future reference.

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION (Not Applicable)**

- 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 DESCRIPTION OF REQUIREMENTS**

- A. The Contractor shall furnish all necessary labor, machinery, tools, apparatus, equipment, materials, service and other necessary supplies and perform all work shown on the Drawing and/or described in the Specifications and Contract Documents at the lump sum price as indicated by the Bidder in the Bid.
- B. The Bidder declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examine the Plans, Specification and Contract Documents for the Work, and has read all special provisions furnished prior to the opening of bids; and that he has further satisfied himself relative to the Work to be performed.
- C. All excavation required of the work shall be done as part of the total price for the complete project. All excavation shall be unclassified.
- D. Owner shall make payments on account of the Contract Price on the basis of Contractor's applications for Payment as recommended by the Engineer, on or about the \_\_\_ day of each month during construction. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values established in Paragraph 2.07 of the General Conditions or, in the event there is no schedule of values, as provided in the General Requirements
- E. The Progress payments shall include the cost of Stored Materials plus 95% of the work completed to date. Stored materials are defined as materials and equipment not incorporated in the Work but delivered, suitably stored and accompanied by documentation satisfactory to the Owner as provided in Article 15 of the General Conditions. The 5% is held as retainage.

**PART 2 – PRODUCTS (Not Applicable)****PART 3 – EXECUTION (Not Applicable)**

- 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, Wage Decisions (latest revisions), 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 Wage Decisions cited above, 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 apply to this job. SEE ATTACHED SECTION 00850.**

**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 Wage Decisions (latest revisions); 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.

- 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.

- 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 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 taping the entire project site both prior to construction and immediately after completion and acceptance of all work. Video tapes shall be produced by a videographer acceptable to the Engineer and of a professional quality.

**1.02 VIDEO TAPE**

The video tape shall be of a high-quality format. Videos shall show the time, date, and project location on screen during playback.

**1.03 SUBMITTALS**

The Contractor shall provide two copies of the Videos on a portable hard drive or "thumb drive". Both the hard drives 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 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 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-

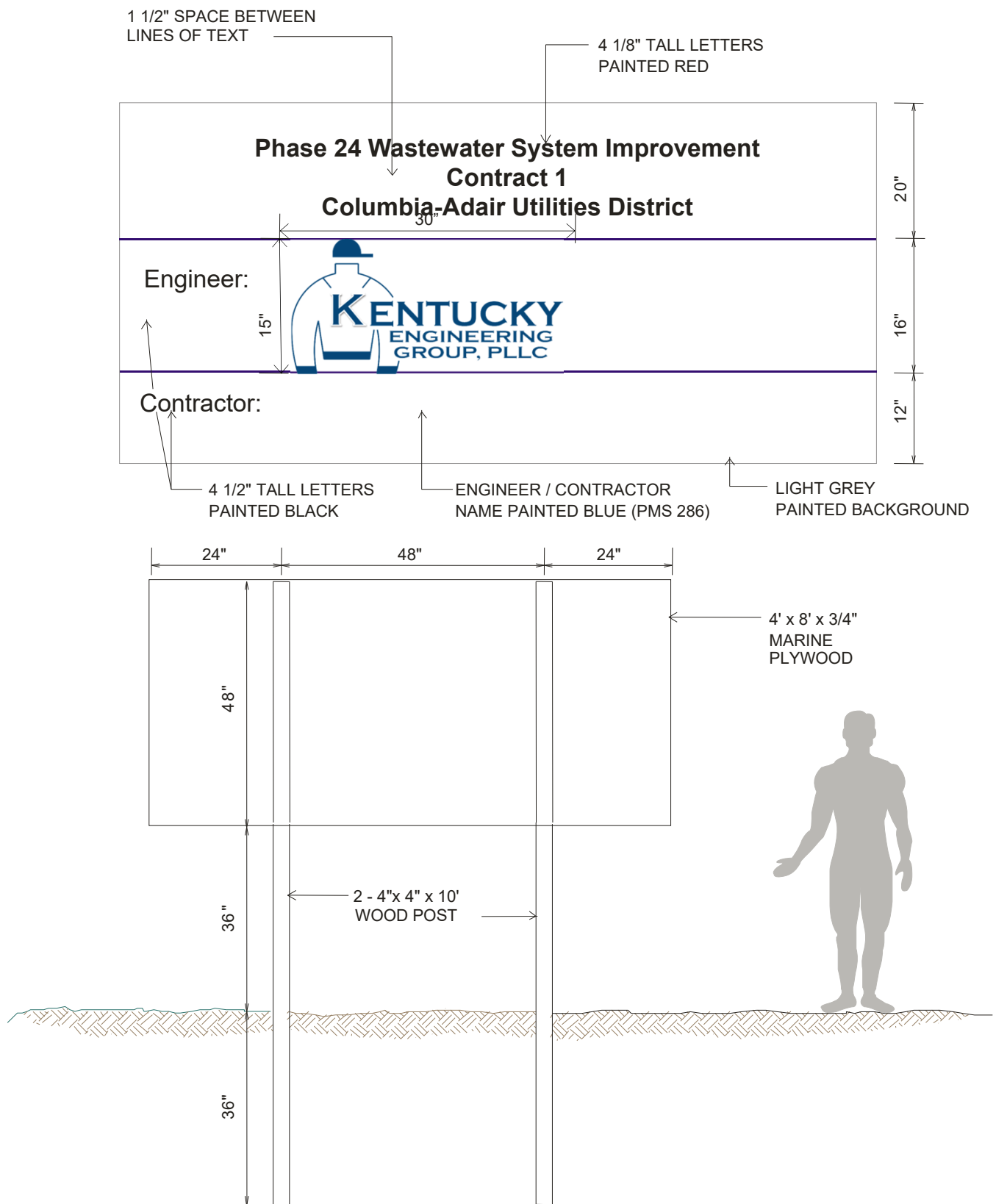


FIGURE 1  
01580-2

## **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).

##### **1.02 AMERICAN IRON AND STEEL**

Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A-Agriculture, Rural Development, Food and Drug Administration, and Related Agencies, Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies to American Iron and Steel requirement to this project. All listed iron and steel products used in this project must be produced in the United States. The term "iron and steel products" means the following products made primarily of iron and steel: lines or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The de minimis and minor components waiver {all project specific waivers as applicable} apply to this contract.

##### **1.03 BABA**

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

#### **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 (AWWA), American Standard Testing Methods (ASTM), Underwriters Laboratories (UL), Factory Mutual (FM), National Sanitation Foundation (NSF) standards.

**Columbia/Adair Utilities District**

The following is a list of approved manufacturers for the materials to be provided on the project. All material shall meet applicable AWWA, ASTM, Underwriters Laboratories, and Factory Mutual standards. The Owner approves this list and the Owner and Engineer shall approve any deviation.

<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, Ford, or Approved Equal
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 Hydrant 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
Brass Nipples and Pipe	State Origin
Brass Service Saddles	Mueller, Ford or Approved Equal
Butterfly Valves (Class 150)	Mueller Lineseal III or Approved Equal
Butterfly Valves (Class 250)	Mueller Lineseal XP or Approved Equal
Casing Spacers	State Origin
Check Valve	Valve shall be those manufactured by Muller, Kennedy, American Flow Control, or Approved Equal.
Control Valve	Valve shall be Model 710 as manufactured by Bermad or Approved Equal.
Cooper Tracing Wire 14 AWG	State Origin
Customer Individual Pressure Reducing Valve	Watts N55BUM1 or Approved Equal
Customer Meter	Badger Orion radio read equipment Model 25 for ¾" service or Model 70 for 1" service or Model 170 for 2" service or Approved Equal
Customer Meter Box Cover	Ford X32 Ring and Lid or Approved Equal
Customer Meter Setter	Ford TVBHH72-C10644-01 – Tandem Setter w/dual check valve on the outlet side or Approved Equal.
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
DI Pipe Class 350	Griffin, Clow, US Pipe, American DI Pipe or Approved Equal

<b>MATERIAL/ITEM</b>	<b>APPROVED MANUFACTURER</b>
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.
Fire Hydrant	Mueller® Super Centurion 250 ® Model A-423 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	Mueller Resilient Seat or Approved Equal
Individual Pressure Reducing Valve	Watts Model No. N55BUM1 or Approved Equal
Mainline Pressure Reducing Valve	
Manhole Ring and Cover	J. R. Hoe & Sons or Approved Equal
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, 250 or C900	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 Blowoff Hydrant Assembly	Mueller Model No. A-412 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

-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: General Provisions-11.20. 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 PROVISIONS.

**1.07 FINAL CERTIFICATE FOR PAYMENT**

- A. Engineer will issue final certificate in accordance with provisions of GENERAL PROVISIONS.
- 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.
- D. Digital Copy:
  - 1. A digital copy of the initial O&M manual shall be provided on a portable solid state hard drive or "Thumb Drive". The contractor may submit multiple O&M manuals on 1 hard drive for ease of review and storage.
  - 2. A final copy of all O&M manuals shall be provided to the owner on a portable solid state hard drive along with two (2) hard copies.

#### **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 02220****DEMOLITION & SALVAGE****PART 1 - GENERAL****1.01 SCOPE OF WORK**

- A. Provide all labor, materials, equipment and services required for demolition as shown on the Drawings and specified herein.

**1.02 RELATED WORK SPECIFIED ELSEWHERE**

- A. Earthwork: Section 02300

**1.03 PROCEDURE**

- A. The procedures proposed for the accomplishment of salvage and demolition work shall be submitted for review. The procedures shall provide for safe conduct of the work, careful removal and disposition of materials specified to be salvaged, protection of property which is to remain undisturbed, coordination with other work in progress and timely disconnection of utility services. The procedures shall include a detailed description of the methods and equipment to be used for each operation, and the sequence of operations.
- B. It is the responsibility of the Contractor to visit the site to familiarize himself with the amount of Work that is included under this Section.

**PART 2 - PRODUCTS (Not Applicable)****PART 3 - EXECUTION****3.01 DUST CONTROL**

- A. The amount of dust resulting from the demolition shall be controlled to prevent the spread of dust to occupied portions of the plant and to avoid creation of a nuisance in the surrounding area. Use of water will not be permitted when it will result in, or create, hazardous or objectionable conditions such as ice, flooding and pollution.

**3.02 DISCONNECTION OF UTILITY SERVICES**

- A. Utilities shall be disconnected at the points indicated by the Owner or Engineer and left in a safe condition.

**3.03 BURNING**

- A. The use of burning at the project site for the disposal of refuse and debris will not be permitted, unless authorized in writing by the Owner.

**3.04 PROTECTION OF EXISTING WORK**

- A. Existing work to remain shall be protected from damage. Work damaged by the Contractor shall be repaired to match existing work.

**3.05 BACKFILL OF STRUCTURES**

- A. The portion of the demolished structures remaining below grade shall be backfilled with concrete, masonry, etc., from the demolition or any backfill material which is acceptable to the Engineer. The top two (2) feet of the backfill shall be made up of topsoil and graded to match the existing ground. It shall be free of any of the demolition material. The entire backfill shall be compacted in such a manner as to prevent settlement. All existing demolished basins shall have some method of positive drainage thru the bottom slab as approved by the Engineer.
- B. It is the responsibility of the Contractor to dispose of all excess demolition material from the site as soon as practicable.

**3.06 SALVAGE MATERIAL**

- A. All equipment, pumps, controls, valves, piping, etc., is the property of the Owner and care shall be taken in its removal so not to damage it in any way. Such salvage material shall be removed and delivered to the Owner to a site designated by him. The Owner has the right to refuse any salvage material, and in such cases it is the responsibility of the Contractor to dispose of the unwanted material.

END OF SECTION

**SECTION 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 02255****CRUSHED STONE AND DENSE GRADED AGGREGATE****PART 1 - GENERAL****1.01 SCOPE OF WORK**

- A. Furnish and install crushed stone for miscellaneous uses as shown on the Drawings, as called for in the Specifications.
- B. Sizes, types, and quality of crushed stone are specified in this Section, but its use for replacement of unsuitable material, pavement base, and similar uses is specified in detail elsewhere in the Specifications. The Engineer may order the use of crushed stone for purposes other than those specified in other Sections, if, in his opinion, such use is advisable. Payment for same will be subject to negotiation.

**PART 2 - PRODUCTS****2.01 MATERIALS**

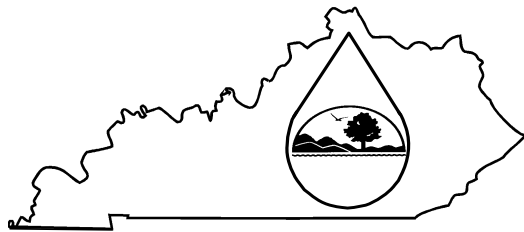
- A. When referred to in these Specifications, crushed stone shall be Number 57 graded in accordance with the Kentucky Department of Highways, Standard Specifications, latest edition, unless otherwise noted.
- B. When referred to in these Specifications, dense graded aggregate (DGA) shall be crushed stone classified by the Kentucky Department of Highways, Standard Specifications, latest edition, and conforming to the following requirements:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 Inch	100
3/4 Inch	70 - 100
1/2 Inch	50 - 80
#4	30 - 65
#10	17 - 50
#40	8 - 30
#200	2 - 10

**PART 3 - EXECUTION****3.01 INSTALLATION**

- A. Crushed stone shall be placed and compacted in accordance with the Kentucky Department of Highways, Standard Specifications.
- B. Crushed stone shall be placed in those areas as shown on the Drawings.

-- 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: (degrees/minutes/seconds)</b>		<b>Site Longitude: (degrees/minutes/seconds)</b>	

**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>4<sup>th</sup></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:

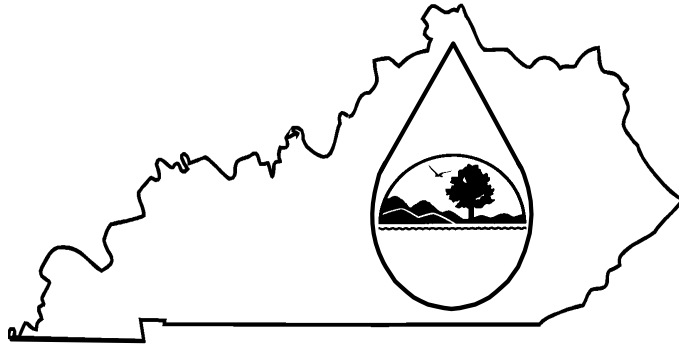
*For a corporation:* by a responsible corporate officer, which means: (i) president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions, or (ii) the manager of one or more 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



Kentucky Pollutant Discharge  
Elimination System (KPDES)

## NOTICE OF TERMINATION (NOT) of Coverage Under the KPDES General Permit for Storm Water Discharges Associated with Industrial Activity

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: ☐

Check here if the Storm Water Discharge is Being Terminated: ☐

### 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 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 -

**SECTION 02300****EARTHWORK****PART 1 - GENERAL****1.01 SCOPE OF WORK**

- A. Extent of earthwork is indicated on the Drawings.
  - 1. Preparation of subgrade for pavements is included as part of this work.
  - 2. Engineered fill for support of building or basin slabs is included as part of this work.
  - 3. Backfilling of tanks, basins, basements and trenches within building line is included as part of this work.
- B. Excavation for Mechanical/Electrical Work: Excavation and backfill required in conjunction with underground mechanical and electrical utilities, and buried mechanical and electrical appurtenances is included as work of this Section.
- C. Definition: "Excavation" consists of removal of all material encountered to subgrade elevations and subsequent disposal or reuse of materials removed.

**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 RELATED WORK SPECIFIED ELSEWHERE**

- A. State and local code requirements shall control the disposal of trees and shrubs.
- B. All burning shall be controlled by applicable local regulations.
- C. EXCAVATION – Section 02222
- D. TRENCHING, BACKFILLING, AND COMPACTING – Section 02226
- E. SLOPE PROTECTION – Section 02270

**1.04 JOB CONDITIONS**

- A. Weather: Earthwork operations shall be suspended at any time when satisfactory results cannot be obtained on account of rain, snow, ice, drought or other adverse weather conditions.
- B. Existing Utilities: Prior to commencement of work, the Contractor shall locate existing underground utilities in areas of the work. If utilities are to remain in place, provide adequate means of protection during earthwork operations.
- C. Use of Explosives: The Contractor (or any of his Subcontractors) shall not bring explosives onto site or use in work without prior written permission from the Owner. All activities involving explosives shall be in compliance with the rules and regulations of the State Department of Mines, and Minerals, Division of Explosives and Blasting. Contractor is solely responsible for handling, storage, and use of explosive materials when their use is permitted.
- D. Protection of Persons and Property:
  - 1. Barricade open excavations occurring as part of this work and post with warning lights.
    - a. Operate warning lights as recommended by authorities having jurisdiction.
    - b. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- E. Dust Control: Use all means necessary to control dust on or near the project site where such dust is caused by the Contractor's operations or directly results from conditions left by the Contractor.

**1.05 UTILITY LINE ACTIVITIES COVERED UNDER NATIONWIDE PERMIT # 12**

All activities involving utility line construction covered under NATIONWIDE PERMIT # 12 shall meet the following conditions:

- A. The general Water Quality Certification is limited to the crossing of intermittent and perennial streams by utility lines.
- B. The construction of permanent or temporary access roads will impact less than 300 linear feet of intermittent and perennial streams and less than one acre of jurisdictional wetlands.
- C. Utility lines shall be located at least 50 feet away from a stream which appears as a blue line on a USGS 7 ½ minute topographic map except where the utility line alignment crosses the stream. Utility lines that cross streams shall be constructed by methods that maintain normal stream flow and allow for a dry excavation. Water pumped from the excavation shall be contained and allowed to settle prior to re-entering the stream. Excavation equipment and vehicles shall operate outside of the flowing portion of the stream. Spoil material from the utility line excavation shall not be allowed to enter the flowing portion of the stream.
- D. The activities shall not result in any permanent changes in preconstruction elevation contours in waters or wetlands or stream dimension, pattern or profile.
- E. Utility line construction projects through jurisdictional wetlands shall not result in conversion of the area to non-wetland status.

- F. Measures shall be taken to prevent or control spills of fuels, lubricants, or other toxic materials used in construction from entering the watercourse.
- G. Removal of riparian vegetation in the utility line right-of-way shall be limited to that necessary for equipment access. Effective erosion and sedimentation control measures must be employed at all times during the project to prevent degradation of waters of the Commonwealth. Site regarding and reseeding will be accomplished with 14 days after disturbance.
- H. To the maximum extent practicable, all in stream work under this certification shall be performed during low flow.
- I. Heavy equipment, e.g. bulldozers, backhoes, draglines, etc., if required for this project, should not be used or operated within the stream channel. In those instances where such in stream work is unavoidable, then it shall be performed in such a manner and duration as to minimize turbidity and disturbance to substrates and bank or riparian vegetation.
- J. Any fill shall be of such composition that it will not adversely affect the biological, chemical, or physical properties of the receiving waters and/or cause violations of water quality standards. If riprap is utilized, it is to be of such weight and size that bank stress or slump conditions will not be created because of its placement.
- K. Removal of existing riparian vegetation should be restricted to the minimum necessary for project construction.
- L. Should evidence of stream pollution or jurisdictional wetland impairment and/or violations of water quality standards occur as a result of this activity (either from a spill or other forms of water pollution), the Kentucky Division of Water shall be notified immediately by calling 800/928-2380.

#### **1.06 QUALITY ASSURANCE**

- A. Codes and Standards: Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.
- B. Testing and Inspection Service: The Owner shall engage the services of a qualified geotechnical engineering, inspection, and testing firm for quality control testing during earthwork operations.

#### **1.07 SUBMITTALS**

- A. Test Reports - Excavating: Copies of all test reports and field reports shall be made available to the Owner and the Engineer.
- B. The Contractor shall provide access to site areas, borrow pits and other areas for testing. The Contractor shall also indicate the need for tests to be performed. The Contractor may prepare any tests necessary for the conduct of his work.

#### **1.08 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 SOIL MATERIALS**

#### **A. Definitions:**

1. Satisfactory soil materials are defined as those complying with ASTM D2487 soil classification groups GW, GP, GM, SM, SW, SP, GC, SC, ML, and CL.
2. Unsatisfactory soil materials are defined as those complying with ASTM D2487 soil classification groups MH, CH, OL, OH and PT. The Contractor shall notify the Engineer if these soil materials are encountered.
3. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, crushed slag, natural or crushed sand.
4. Drainage Fill: Washed, evenly graded mixture of crushed stone, or uncrushed gravel, with 100 percent passing a 1/2 inch sieve and not more than 5 percent passing a No. 4 sieve.
5. Backfill and Fill Materials: Satisfactory soil materials free of debris, waste, frozen materials, vegetable, and other deleterious matter.

### **2.02 FILTER FABRIC**

- A. Material shall be non-woven polyester or polypropylene geotextile having an equivalent opening size no finer than U.S. Standard Sieve No. 200 and no coarser than a U.S. Standard Sieve No. 140.
- B. An acceptable product is Tyvar 3601 manufactured by the Dupont Corporation. Other equivalent products shall be submitted to the Engineer for review and approval prior to usage.

## **PART 3 - EXECUTION**

### **3.01 CLEARING AND GRUBBING**

- A. Work shall consist of cutting and removing designated trees, stumps, brush, logs, removal of fences, or other loose and projecting material. Unless otherwise specified, it shall also include the grubbing of stumps, roots, and other natural obstructions which, in the opinion of the Engineer, must be removed to execute properly the construction work and operate properly the facility upon the completion of construction.
- B. Trees, bushes, and all natural vegetation shall only be removed with the approval of the Engineer. No cleared or grubbed materials shall be used in backfills or embankment fills. All stumps, roots, and other objectionable material shall be grubbed up so that no roots larger than 3 inches in diameter remain less than 18 inches below the ground surface. All holes and depressions left by grubbing operations shall be filled with suitable material and compacted to grade, as recommended in Paragraph 3.06.
- C. Disposal shall be by burning or other methods satisfactory to the Engineer; however, burning will be permitted only when the Contractor has obtained written permission from the local regulatory agency.

- D. The Contractor shall also remove from the site and satisfactorily dispose of all miscellaneous rubbish including, but not limited to, masonry, scrap metal, rock, pavement, etc., that is under the fill or to be removed as shown on the Drawings, specified herein, or directed by the Engineer.
- E. Existing improvements, adjacent property, utility and other facilities, and trees, plants, and brush that are not to be removed shall be protected from injury or damage resulting from the Contractor's operations.
- F. Trees and shrubs, designated to remain or that are beyond the clearing and grubbing limit, which are injured or damaged during construction operations shall be treated or replaced at the Contractor's expense by experienced tree surgery personnel.

### **3.02 EROSION CONTROL**

- A. Temporary measures shall be applied throughout the construction period to control and to minimize siltation to adjacent properties and waterways. Such measures shall include, but not be limited to, the use of berms, silt barriers, gravel or crushed stone, mulch, slope drains and other methods.
- B. These temporary measures shall be applied to erodible material exposed by any activity associated with the construction of this project.
- C. Refer to Section 02371, Erosion and Sedimentation Control for requirements.

### **3.03 EXCAVATION**

- A. Excavation of every description and of whatever substances encountered within the grading limits of the project shall be performed to the lines and grades indicated on the Drawings. All excavation shall be performed in the manner and sequence as required for the work. All excavation of materials shall be included in the lump sum portion of the work and will be UNCLASSIFIED AND NO ADDITIONAL PAYMENT WILL BE MADE REGARDLESS OF TYPE OF MATERIAL ENCOUNTERED.
- B. All excavated materials that meet the requirements for fill, subgrades or backfill shall be stockpiled within the site for use as fill or backfill, or for providing the final site grades. Where practicable, suitable excavated material shall be transported directly to any place in the fill areas within the limits of the work. All excavated materials that are not suitable for fill, and any surplus of excavated material that is not required for fill shall be disposed of by the Contractor.
- C. The site shall be kept free of surface water at all times. The Contractor shall install drainage ditches, dikes and shall perform all pumping and other work necessary to divert or remove rainfall and all other accumulations of surface water from the excavations. The diversion and removal of surface water shall be performed in a manner that will prevent flooding and/or damage to other locations within the construction area where it may be detrimental. The Contractor shall provide, install and operate sufficient trenches, sumps, pumps, hose piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least two (2) feet below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of two (2) feet below the lowest excavation subgrade made until the excavation is backfilled or the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures from natural ground water.

- D. Excavations for concrete structural slabs on grade and footings shall extend six (6) inches below the indicated bottom of slabs. The over-excavation shall be backfilled with 6 inches, compacted thickness, of compacted porous aggregate fill. This porous fill layer shall extend beyond the limits of the concrete slab a minimum of six (6) inches on all sides as indicated on the Drawings. The porous fill shall be crushed stone or gravel and shall have the following U.S. Standard Sieve gradation:

Sieve	1-1/2	1	3/4	1/2	3/8
% Passing	Min 100	95±5	58±17	Max 15	Max 5

- E. Excavations for the construction shall be carefully made to the depths required. Bottoms for footings and grade beams shall be level, clean and clear of loose material, the lower sections true to size. Bottoms of footings and grade beams, in all locations, shall be at a minimum depth of 30 inches below adjacent exterior finished grade or 30 inches below adjacent existing grade, whichever is lower, whether so indicated or not. Footings and grade beam bottoms shall be inspected by the Engineer before any concrete is placed thereon.
- F. In excavations for structures where, in the opinion of the Engineer, the ground is loose, soft, spongy, or otherwise unsuitable for the contemplated foundation, the Contractor shall remove such unsuitable material and replace it with suitable material properly compacted.
- G. Sheet piling and shoring shall be provided as necessary for the protection of the work and for the safety of the personnel. The clearances and types of the temporary structures, insofar as they affect the character of the finished work, will be subject to the review of the Engineer, but the Contractor shall be responsible for the adequacy of all sheet piling, bracing and cofferdamming. All shoring, bracing and sheet piling shall be removed as the excavations are backfilled in a manner such as to prevent injurious caving; or, if so directed by the Engineer, shall be left in place. Sheet piling left in place shall be cut off 18 inches below the surface.
- H. Excavation for structures which have been carried below the depths indicated without specific instructions shall be refilled to the proper grade with suitable material properly compacted, except that in excavation for columns, walls or footings, the concrete footings shall extend to this lower depth. All work of this nature shall be at the Contractor's expense.

### 3.04 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.

### **3.05 FILL**

- A. All existing fill below structures and paved areas must be stripped. The upper six (6) inches of the natural subgrade below shall be scarified and recompacted at optimum moisture to at least ninety-five percent (95%) of Standard Proctor Density ASTM D 698 (latest revision).
- B. All vegetation, such as roots, brush, heavy sods, heavy growth of grass and all decayed vegetable matter, rubbish and other unsuitable material within the area upon which fill is to be placed shall be stripped or otherwise removed before the fill is started. In no case will such objectionable material be allowed to remain in or under the fill area. Existing fill from excavated areas on site shall be used as fill for open and/or planted areas. Additional fill stockpiled at the site can be used for structural fill if approved by the Engineer. Any additional material necessary for establishing the indicated grades shall be furnished by the Contractor and approved by the Engineer. All fill material shall be free from trash, roots and other organic material. The best material to be used in fills shall be reserved for backfilling pipe lines and for finishing and dressing the surface. Material larger than 3 inches maximum dimension shall not be permitted in the upper 6 inches of the fill area. Fill material shall be placed in successive layers and thoroughly tamped or rolled in a manner approved by the Engineer, each layer being moistened or dried such that the specified degree of compaction shall be obtained. No fill shall be placed or compacted in a frozen condition or on top of frozen material. No fill material shall be placed when free water is standing on the surface of the area where the fill is to be placed and no compaction of fill will be permitted with free water on any point of the surface of the fill to be compacted.
- C. Where concrete slabs are placed on earth, all loam and organic or other unsuitable material shall be removed. Where fill is required to raise the subgrade for concrete slabs to the elevations as indicated on the Drawings or as required by the Engineer, such fill shall consist of suitable material and shall be placed in layers. Each layer shall be moistened or dried such that the specified degree of compaction shall be obtained. All compaction shall be accomplished in a manner and with equipment as approved by the Engineer. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12 inches and compacted as specified for adjacent fill.

### **3.06 BACKFILLING**

- A. After completion of footings, grade beams and other construction below the elevation of the final grades and prior to backfilling, all forms shall be removed and the excavation shall be cleaned of all trash and debris. Material for backfilling shall be as specified for suitable material, placed and compacted as specified hereinafter. Backfill shall be placed in horizontal layers of the thickness specified and shall have a moisture content such that the required degree of compaction is obtained. Each layer shall be compacted by mechanical tampers or by other suitable equipment approved by the Engineer to the specified density. Special care shall be taken to prevent wedging action or eccentric loading upon or against the structure. Trucks and machinery used for grading shall not be allowed within 45 degrees above the bottom of the footings or grade beams.
- B. The trenches shall be backfilled following visual inspection by the Engineer and prior to pressure testing. The trenches shall be carefully backfilled with the excavated materials approved for backfilling, or other suitable materials, free from large clods of earth or stones. Each layer shall be compacted to a density at least equal to that of the surrounding earth and in such a manner as to permit the rolling and compaction of the filled trench with the

adjoining earth to provide the required bearing value, so that paving, if required, can proceed immediately after backfilling is completed.

### 3.07 COMPACTION

- A. Suitable material as hereinbefore specified shall be placed in maximum 8" horizontal layers. Compaction shall be performed by rolling with approved tamping rollers, pneumatic-tired rollers, three wheel power rollers or other approved equipment. The degree of compaction required is expressed as a percentage of the maximum dry density obtained by the test procedure presented in ASTM D-698. Laboratory moisture density tests shall be performed on all fill material. Material shall be moistened or aerated as necessary to provide the moisture content that will readily facilitate obtaining the specified compaction. Compaction requirements shall be as specified below:

Fill Utilized For	Required Density (%)	Maximum Permissible Lift Thickness As Compacted, Inches
Backfill & Utility Trenches Under Foundations & Pavements	95-100	8
Backfill Around Structures	95-100	8
Field and Utility Trench Backfill Under Sidewalks and Open Areas	90-100	8

- B. Field density tests shall be performed in sufficient number to insure the specified density is being obtained. Test each lift per 5,000 FT<sup>2</sup> with a minimum of two (2) tests per lift. Tests shall be in accordance with ASTM Standards D 1556 or D 2922/D 3017 and shall be performed as authorized by the Engineer. Each BIDDER shall include in his BASE BID CONTRACT PRICE a cash allowance to cover the costs of Field Density Tests to be performed by the OWNER selected testing agency, as specified in Section 01210 – Allowances. Contractor shall provide suitable notification for coordination of testing. Delays due to the lack of adequate advance notification shall be the responsibility of the Contractor.

### 3.08 SITE GRADING

- A. General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated, or between such points and existing grades.
- B. Grading Outside Building Lines:
1. All materials used for backfill around structures shall be of a quality acceptable to the Engineer and shall be free from large or frozen lumps, wood and other extraneous material. All spaces excavated and not occupied by footings, foundations, walls or other permanent work shall be refilled with earth up to the surface of the surrounding ground, unless otherwise specified, with sufficient allowance for settlement. In making the fills and terraces around the structures, the fill shall be placed in layers not exceeding 8-inches in depth and shall be kept smooth as the work progresses. Each layer of the fill shall be compacted. Sections of the fill immediately adjacent to buildings or structures shall be thoroughly compacted by means of mechanical tamping or hand tamping as may be required by the conditions encountered. All fills shall be placed so as to load structures symmetrically.

2. As set out hereinbefore, rough grading shall be held below finished grade and then the topsoil, which has been stockpiled, shall be evenly spread over the surface. The grading shall be brought to the levels shown on the Drawings. Final dressing shall be accomplished by hand work or machine work, or a combination of these methods as may be necessary to produce a uniform and smooth finish to all parts of the regrade. The surface shall be free from clods greater than 2-inches in diameter. Excavated rock may be placed in the fills, but it shall be thoroughly covered. Rock placed in fills shall not be closer than 12-inches from finished grade.
3. Grade areas adjacent to building lines to drain away from structures and to prevent ponding. Finish surfaces free from irregular surface changes, and as follows:
  - a. Walks: Shape surface of areas under walks to line, grade, and cross-section, with finish surface not above or 1.0 inch below required subgrade elevation.
  - b. Pavements: Shape surface of areas under pavement to line, grade, and cross-section, with finish surface not more than 1.0 in. below required subgrade elevation.
- C. Grading Surface of Fill Under Non-Structural Building Slabs: Grade smooth and even, free of voids, compacted as specified, and to required elevation. Provide final grades within a tolerance of 0.0 in. above or 1.0 in. below required subgrade elevation when tested with a 10-ft. straightedge.
- D. Compaction: After grading, compact subgrade surfaces to the depth and indicated percentage of maximum or standard proctor density for each area classification.
- E. Slope Protection and Erosion Control: Conform to the requirements of Section 02270 for permanent slope protection and erosion control.

### **3.09 TOPSOIL**

- A. Provide all labor, materials, equipment and services required for furnishing and placing topsoil. Samples of topsoil shall be submitted to the Engineer for review before topsoil is placed. The material shall be good quality loam and shall be fertile, friable, mellow; free from stones larger than one (1) inch, excessive gravel, junk metal, glass, wood, plastic articles, roots and shall have a liberal amount of organic matter. Light sand loam or heavy clay loam will not be acceptable.
- B. The topsoil shall be 3 inches thick in all areas to be seeded. No topsoil shall be placed until the area to be covered is excavated or filled to the required grade. Imported backfill material will be stockpiled on site for structure backfilling and top soiling.

### **3.10 FIELD QUALITY CONTROL**

- A. Quality Control Testing During Construction:
  1. Allow the Geotechnical Engineer to inspect and report to the Engineer on findings and approve subgrades and fill layers before further construction work is performed.
  2. Perform field density tests in accordance with ASTM D 1556 (sand cone method), ASTM D 2167 (rubber balloon method), or ASTM D 2992 (nuclear density method), as applicable and at a frequency necessary to be reasonably assured that adequate compaction is achieved.

- B. If in the opinion of the Engineer, based on testing service reports and inspection, subgrade or fills which have been placed are below specified density, provide additional compaction and testing at no additional expense to the Owner.
- C. Specification Section "Testing & Inspection" contains additional inspection & testing requirements.

### **3.11 MAINTENANCE**

- A. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, and compact to required density prior to further construction.
- B. Settling: Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (pavement, or other finish), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

### **3.12 DISPOSAL OF EXCESS NON-ORGANIC SOIL AND ROCK**

- A. General: All excess excavated material shall become the property of the Contractor and shall be disposed by him outside the project limits. It is the Contractor's responsibility to locate a suitable waste area off-site, obtain necessary permits or use of the waste area and be in compliance with applicable laws and regulations.

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 02600****YARD PIPING****PART 1 - GENERAL****1.01 SCOPE OF WORK**

- A. Provide all labor, materials, equipment and services required for furnishing and installing all yard piping and appurtenances as shown on the Drawings and specified herein.

**1.02 RELATED WORK SPECIFIED ELSEWHERE**

- A. EARTHWORK: SECTION 02200
- B. YARD VALVES: SECTION 02610

**1.03 SUBMITTALS**

- A. A notarized certification shall be furnished for all pipe and fittings that verifies compliance with all applicable specifications. The requirement for this certification does not eliminate the need for shop drawings submittals in compliance with SECTION 01300.

**1.04 EXISTING CONDITIONS**

- A. The existing piping shown on the Contract Drawings is based on the best available information. The Engineer makes no guarantee as to the accuracy of the locations or type of piping depicted. All new piping which ties into existing lines must be made compatible with that piping. So that piping conflicts may be avoided, Contractor shall open up his trench well ahead of the pipe laying operation to confirm exact locations of existing piping before installing any new piping. Contractor shall provide all fittings and adapters necessary to complete all connections to existing piping.

**PART 2 - PRODUCTS****2.01 DUCTILE IRON PIPE AND FITTINGS**

- A. Ductile iron pipe shall conform to AWWA C151, latest revision Class 250, with push-on joints unless otherwise noted on Drawings.
- B. The interior of the pipe shall be cement-mortar lined with bituminous seal coat in accordance with AWWA C104, latest revision. Thickness of the lining shall be as set forth in the aforementioned specification unless otherwise directed by the Engineer. The exterior of all pipe, unless otherwise specified, shall receive either coal tar or asphalt base coating a minimum of 1 mil thick.
- C. Each piece of pipe shall bear the manufacturer's name or trademark, the year in which it was produced and the letters "DI" or the word "DUCTILE". Pipe manufacturer shall furnish notarized certificate of compliance to the above AWWA or ANSI specifications.
- D. Fittings shall be ductile iron and rated for a minimum of 250 psi in accordance with AWWA C110, latest revision. Fittings shall have push-on joints meeting the requirements of AWWA C111-80. Fittings shall have interior cement-mortar lining as specified for the pipe. Compact ductile iron fittings meeting the requirements of AWWA C153 will also be

acceptable.

- E. Provide AWWA C110 mechanical joint plugs and locked or restrained pipe joints where indicated on Drawings. Fittings under structures shall be mechanical joint with retainer glands. Retainer glands shall be of the "wedge action" design, where tightening the screws causes the wedge to lock onto the pipe. Retainer glands shall be Uni-Flange Series 1400 or equal.

## **2.02 POLYVINYL CHLORINE (PVC) PLASTIC PRESSURE PIPE**

- A. PVC Pressure Pipe, 3" and Smaller: Polyvinyl chloride plastic pipe shall be ASTM D 1785 Schedule 80 with solvent weld joints. Fittings shall be ASTM D 2467 Schedule 80 socket type. All socket type connections shall be made with PVC solvent cement complying with ASTM D 2564. PVC solvent cement shall be furnished from the same supplier as the PVC pipe. Provide socket-threaded adapters for connection to threaded appurtenances where required.
- B. PVC Pressure Piping, 4" and Larger: PVC mains shall be polyvinyl chloride plastic pipe, Class 200 (SDR-21) pressure rated pipe. All PVC pipe shall conform to the latest revisions of the following:

ASTM D 2241 Standard Dimension Ratio SDR-21 (200 psi)

- C. Fittings for the pipe shall be constructed of the same plastic material as is used for the pipe, minimum 200 psi pressure rating, gasketed and shall be of the molded type or machined from extruded stock.
- D. Joints for polyvinyl chloride (PVC) mains shall be integral bell and spigot type joints with rubber O-ring gasket. The cleaning and assembling of the pipe joints shall be in accordance with manufacturer's recommendations.

## **2.03 POLYVINYL CHLORIDE (PVC) PLASTIC NON-PRESSURE PIPE**

- A. PVC Non-Pressure (Sewer) Pipe (6" thru 15"):
  - 1. PVC sewer pipe shall be ASTM D3034, SDR 35, with ASTM D3213 integral bell and spigot rubber gasketed joints. Gasketed fittings shall conform to the same specifications and be supplied with the pipe.
- B. PVC Non-Pressure (Sewer) Pipe (18" thru 36"):
  - 1. Large diameter PVC sewer pipe and fittings shall meet the requirements of ASTM F679, SDR 35, with ASTM D3213 integral bell and spigot rubber gasketed joints. Gasketed fittings shall conform to the same specifications and be supplied with the pipe. PVC pipe shall not be used at depths exceeding sixteen (16) feet.

## **2.04 PIPE EMBEDMENT & BACKFILL MATERIALS (Per ASTM D2321)**

- A. Classes of Embedment and Backfill Materials are defined in ASTM D2321. Embedment Materials are those used for bedding, haunching and initial backfill.
- B. Class 1A and Class 2 materials are acceptable for Pipe Embedment.
- C. Class 1, 2, 3 and 4A materials are acceptable for Final Backfill, compacted 85% Standard Proctor Density except that Class 4A material must be compacted to 95% Standard Proctor

Density and Class 4A material is not allowed for backfill under pavement or traffic areas or in trenches where water content may cause instability of uncontrolled water content.

1. No rocks larger than 3" shall be incorporated into the Final Backfill materials.
- D. Class 1A Manufactured Aggregates: Open graded clean, angular, crushed stone or rock. These materials compact with little or no mechanical effort.
  - E. Class 1B Manufactured, Processed Aggregate: Dense graded clean, angular crushed stone. Compact to 85% Standard Proctor Density with hand tampers or vibratory compaction.
  - F. Class 2: Clean, coarse-grained materials, such as gravel, coarse sands, and gravel/sand mixtures (1" maximum size). The materials are classified by the Unified Soil Classification System as GW, GP, SW, SP, and GW-GC or SP-SM. Hand tamping or mechanical vibration is required to provide the necessary 85% Standard Proctor Density. Class 3: Coarse-grained materials with fines including silty or clayey gravels or sands.
  - G. Gravel or sand must comprise more than 50% of Class 3 materials (1" maximum size). Soils classified as GM, GC, SM or SC meets these requirements. Hand tamping or mechanical vibration is required to provide the necessary 90% Standard Proctor Density.
  - H. Class 4: Fine-grained materials, such as fine sands and soils, containing 50% or more clay or silt. Soils classified as Class 4A (ML or CL) have medium to low plasticity. Soils classified as Class 4B (MH or CH) have high plasticity and are NOT allowed as embedment or backfill materials.

## **2.05 CONNECTION OF NEW UTILITIES TO EXISTING SYSTEM**

- A. The Contractor shall connect the new utilities to the existing system where shown on the Drawings or directed by the Engineer, and shall furnish all necessary equipment and materials required to complete the connection.
- B. Compression Coupling for Non-Pressure Pipe:
  1. When joining different types of pipe together or new pipe to existing pipe, the Contractor shall use Fernco Compression Couplings, or equal, that are resistant to corrosion by soil and sewage and that will provide a permanent watertight joint.
  2. The compression coupling shall meet the physical test and joint-leak requirements specified in ASTM C425. The bands for attaching pipes shall be stainless steel conforming to ASTM C425. Each coupling shall bear the manufacturer's name an indication of its size.
- C. Couplings and Adaptors
  1. Flexible couplings shall be of the sleeve type with a middle ring, two wedge shaped resilient gaskets at each end, two follower rings, and a set of steel trackhead bolts. The middle ring shall be flared at each end to receive the wedge portion of the gaskets. The follower rings shall confine the outer ends of the gaskets, and tightening of the bolts shall cause the follower rings to compress the gaskets against the pipe surface, forming a leak-proof seal. Flexible couplings shall be steel with minimum wall thickness of the middle ring or sleeve installed on pipe being 5/16-inch for pipe smaller than 10 inches, 3/8-inch for pipe 10 inches or larger. The minimum length of the middle ring shall be 5-inches for pipe sizes up to 10 inches and 7 inches for pipe 10 inches to 30 inches. The pipe stop shall be removed. Gaskets shall be suitable for 250 psi pressure rating or at



rated working pressure of the connecting pipe. Couplings shall be harnessed and be designed for 250 psi.

2. Flanged adapters shall have one end suitable for bolting to a pipe flange and the other end of flexible coupling similar to that described hereinbefore. All pressure piping with couplings or adapters shall be harnessed with full threaded rods spanning across the couplings or adapters. The adapters shall be furnished with bolts of an approved corrosion resistant steel alloy, extending to the adjacent pipe flanges. Flanges on flanged adapter (unless otherwise indicated or required) shall be faced and drilled ANSI B16.1 Class 125.
3. Flexible couplings and flanged adapters shall be as manufactured by Dresser, Rockwell, or equal, per the following, unless otherwise specified and/or noted on the Drawings:
4. Steel couplings for joining same size, plain-end, steel, cast iron, and PVC plastic pipe-

Dresser	Rockwell
Style 138	411

5. Transition couplings for joining pipe of different outside diameters-

Dresser	Rockwell
Style 162 (4"-12")	413 steel (2"-24")
Style 62 (2"-24")	415 steel (6"-48")

6. Flanged adapters for joining plain-end pipe to flanged pipe, fittings, valves and equipment.

Dresser	Rockwell
Style 128 steel (3"-48" C.I. Pipe)	912 cast (3"-12")
Style 128 steel (2"-96" steel pipe)	913 steel (3" and larger)

## 2.06 INSULATION AND HEAT TRACING FOR BURIED PIPING

- A. Where noted on the Contract Drawings, buried piping shall be insulated or insulated and heat traced. Insulation for buried piping shall be Pittsburgh "Foamglass" or equivalent rigid glass foam insulation, minimum 1" thick. Insulation halves shall be closed around pipe with self-sealing jacket flap. Each SECTION shall be circled with minimum three loops stainless steel wire. SECTIONs shall be tightly butted together and sealed with 3M vinyl pipe wrap tape. This shall be followed by a continuous spiral wrap of 3M vinyl pipe wrap tape with overlap as recommended by the manufacturer.
- B. Heat tracing system shall be as specified in Division 15, Thermal Insulation, suitable for use on metal or plastic buried piping and for a temperature range of 40 degrees to 120 degrees. Components of the heat tracing system shall be coordinated as to type, wattage and quantity of cables, type and thickness of insulation and type and diameter of buried pipe, per manufacturer's recommendations.

**2.07 CONCRETE THRUST BLOCKS, CRADLE, ANCHORS OR ENCASEMENT**

- A. Concrete thrust blocks, cradle, anchors or encasement shall be placed where shown on the Drawings, required by the Specifications, or as directed by the Engineer.
- B. For cradle and encasement, concrete shall be 3000 psi and shall be mixed sufficiently wet to permit it to flow under the pipe to form a continuous bed.
- C. For thrust blocks and anchors, concrete shall be 3000 psi, and shall be formed or be sufficiently stiff to maintain the forms indicated on the Details.
- D. In tamping concrete, care shall be taken not to disturb the grade or line of the pipe or injure the joints. Concrete placed outside the specified limits or without authorization from the Engineer will not be subject to payment.
- E. Water mains and force mains shall have concrete thrust or "kicker" blocks at all pipe interSECTIONS and changes of direction to resist forces acting on the pipeline. All reducers (increasers) shall be anchored.

**PART 3 - EXECUTION****3.01 EXCAVATION FOR PIPELINE TRENCHES**

- A. Trenches in which pipe is to be laid shall be excavated in accordance with SECTION 312000 to the depths shown on the Drawings or as specified by the Engineer. Minimum cover for all water lines shall be 2 feet 6 inches. Yard piping may not be depicted in profile; Contractor shall furnish and install all vertical alignment fittings required to construct piping to elevations shown on the Contract Drawings.

**3.02 PIPE BEDDING**

- A. Pipe bedding material and methods shall be in accordance with the Trenching and Bedding Detail on the Standard Detail Drawing for all site piping except water mains, chlorine solution lines and sewage force mains which may also be bedded on select earth.

**3.03 PIPE JOINTING**

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

**3.04 BACKFILLING PIPELINE TRENCHES**

- A. Backfilling of pipeline trenches shall be accomplished with the requirements set forth in SECTION 02226 and as shown on the Drawings.
- B. Before final acceptance, the Contractor will be required to level off all trenches or to bring the trench up to grade. The Contractor shall also remove from roadways, rights-of-way and/or private property all excess earth or other materials resulting from construction.
- C. In the event that pavement is not placed immediately following trench backfilling in paved areas, the Contractor shall be responsible for maintaining the trench surface in a level condition at proper pavement grade at all times.
- D. Method and type of backfill shall be in accordance with the Standard Details in the Contract Drawings.

### 3.05 TESTING

#### A. Pressure Piping (Liquids)

1. All pressure piping (lines not laid to grade) shall be given a hydrostatic test of at least 1.5 times the normal operating pressure of the pipe (at its lowest elevation), but not to exceed the rated working pressure of the pipe or valves. Note: Engineer shall verify test pressure. Loss of pressure during the test shall not exceed 0 psi in a 4 hour period and 5 psi in a 24 hour period. Any test results that do not meet either of these requirements shall constitute a failure of the pressure test.
2. Contractor shall furnish a recording gauge and water meter for measuring water used during leakage test and recording pressure charts during duration of test. Recording pressure charts shall be turned over to the Engineer at conclusion of test. The pressure recording device shall be suitable for outside service, with a range from 0-200 psig, 24-hour spring wound clock, designed for 9" charts, and shall be approved by the Engineer.
3. Pipelines shall be tested before backfilling at joints except where otherwise required by necessity or convenience.
4. Duration of test shall be not less than four (4) hours where joints are exposed and not less than 24 hours where joints are covered.
5. Where leaks are visible at exposed joints and/or evident on the surface where joints are covered, the joints shall be laid and leakage must be minimized, regardless of total leakage as shown by test.
6. All pipe, fittings and other materials found to be defective under test shall be removed and replaced at no additional expense to the Owner.
7. Lines which fail to meet tests shall be repaired and retested as necessary until test requirements are complied with.
8. Where nonmetallic joint compounds are used, pipelines should be held under normal operating pressure for at least three days before testing.
9. The Owner will provide initial water for testing and disinfecting the pressure piping. Should the first test fail to pass, all additional water required for subsequent tests shall be furnished at the Contractor's expense.
10. The cost of testing pressure piping is to be included in the Contractor's lump sum Contract Price.

#### B. Non-Pressure Piping (Sewers)

1. Pipe laid to grade shall be visually inspected by the Engineer from the outside before backfilling and from manhole (or headwall) for trueness of lines and grade and integrity of joints.

2. After non-pressure lines or system have been brought to completion, and prior to final inspection, the Contractor shall rod out the entire system by pushing through each individual line in the system, from manhole to manhole, appropriate tools for the removal from the lines of any and all dirt, debris and trash.
3. During the final inspection, the Engineer will inspect each individual line, from manhole to manhole, either by use of lights or other means at his disposal to determine whether the completed lines are true to line and grade as laid out or as shown on the Drawings.
4. All lines or SECTIONs of lines that are found to be laid improperly with respect to line or grade, that are found to contain broken or leaking SECTIONs of pipe, or are obstructed in such a manner that they cannot be satisfactory corrected otherwise, shall be removed and replaced at no additional expense to the Owner.
5. The infiltration of groundwater or exfiltration of sewage from the sanitary sewer system will be limited to 50 gallons per inch diameter per mile per day. This limitation is inclusive of manholes, sewers, and appurtenances.
6. Should visible leaks be observed in the sanitary sewer system, the Contractor shall conduct the infiltration or exfiltration test upon the discretion of the measurements to determine quantities of any possible infiltration, with measurements taken at locations directed by the Engineer.
7. Exfiltration tests shall be made on each SECTION of pipe between manholes after it has been laid but prior to backfilling of joints. Exfiltration test shall be conducted by plugging the lower end of the SECTION of the sewer to be tested and filling the sewer to a point approximately five feet above the invert at the lower end and at least one foot above the invert at the upper end, observing for leakage at all joints and measuring the amount of leakage for a given interval of time. Exfiltration shall not exceed 110 percent of the infiltration limits set out hereinbefore. All observed leaks shall be corrected even though exfiltration is within the allowable limits.

### **3.06 CLEAN UP**

- A. Upon completion of installation of the piping and appurtenances, the Contractor shall remove all debris and surplus construction materials resulting from the work. The Contractor shall grade the ground along each side of pipe trenches in a uniform and neat manner leaving the construction area in a shape as near as possible to the original ground line.

### **3.07 DISINFECTION OF POTABLE WATER LINES**

- A. The new potable waterlines shall not be placed in service--either temporarily or permanently--until they have been thoroughly disinfected in accordance with the following requirements and to the satisfaction of the Engineer.

- B. After testing, a solution of hypochlorite using HTH or equal shall be introduced into the SECTION of the line being disinfected sufficient to insure a chlorine dosage of at least 50 ppm in the main. While the solution is being applied, the water should be allowed to escape at the ends of the line until tests indicate that a dosage of at least 50 ppm has been obtained throughout the pipe. Open and close all valves and cocks while chlorinating agent is in the piping system. The chlorinated water shall be allowed to remain in the pipe for 24 hours, after which a residual of at least 25 ppm shall be obtained. The disinfection shall be repeated until 25 ppm is obtained after which time the main shall be thoroughly flushed until the residual chlorine content is not greater than 1.0 ppm, and then may be connected to the system. Also, no additional payment will be allowed for providing taps for chlorine injection and/or flushing, if necessary.

END OF SECTION

**SECTION 02621****YARD VALVES****PART 1 - GENERAL****1.01 SCOPE OF WORK**

- A. Provide all labor, materials, equipment and services required to furnish and install all valves shown on the Drawings and/or specified herein.

**1.02 RELATED WORK SPECIFIED ELSEWHERE**

- A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification SECTIONS, apply to work of this SECTION.
- B. Piping is specified in Division 02 Specification SECTIONS.

**1.03 SUBMITTALS**

- A. Descriptive literature, catalog cuts, and dimensional prints clearly indicating all dimensions and materials of construction, shall be submitted on all items specified herein to the Engineer for review before ordering. Comply with provisions of SECTION 01300.
- B. At the time of submission, the Contractor shall, in writing, call Engineer's attention to any deviations that the submittals may have from the requirements of the Engineer's Contract Drawings and Specifications.

**PART 2 - PRODUCTS****2.01 GATE VALVES**

- A. Gate valves shall conform with AWWA C-509 standard, and shall be of the resilient seat type, iron body, fully bronze mounted, non-rising stem and have a design working pressure of 250 psi. All assembly bolts shall be stainless steel. Valves shall be of standard manufacturer and of the highest quality both as to materials and workmanship.
- B. All gate valves shall be furnished with mechanical joint connections, unless otherwise shown on the Drawings or specified hereinafter.
- C. An epoxy coating conforming to AWWA C-550 shall be applied to the interior and exterior ferrous surfaces of the valve except for finished or seating surfaces.
- D. All gate valves shall have the name or monogram of the manufacturer, the year the valve casting was made, the size of the valve, and the working water pressure cast on the body of the valve.
- E. Gate valves 12" and smaller shall be installed in a vertical position. Gate valves greater than 12" shall have the bonnet mounted in the horizontal position and have a bevel gear actuator. Gate valves shall be provided with a 2-inch square operating nut and shall be opened by turning to the left (counter-clockwise). All valve operating nuts shall be set within a cast iron valve box. There shall be a maximum 48" depth of valve operating nut. Contractor must use extension stems, if necessary, to raise operator nut within 48" of final grade.

## 2.02 PLUG VALVES

- A. All plug valves shall be eccentric plug valves unless otherwise specified.
- B. Valves shall be of the non-lubricated eccentric type with resilient faced plugs and shall be furnished with end connections as shown on the plans. Flanged valves shall be faced and drilled to the ANSI 125/150 lb. standard. Mechanical joint ends shall be to the AWWA Standard C111-64, grooved ends per AWWA C606-87. Screwed ends shall be to the NPT standard.
- C. Valve bodies shall be flushing body type and made of ASTM A126 Class B cast iron. Valves shall be furnished with a 1/8" welded overlay seat of not less than 95% pure nickel. Seat area shall be raised, with raised surface completely covered with weld to insure that the plug face contacts only nickel. Screwed-in seats shall not be acceptable.
- D. Plugs shall be made of ductile iron. The plug shall have a cylindrical seating surface eccentrically offset from the center of the plug shaft. The interference between the plug face and body seat, with the plug in the closed position, shall be externally adjustable in the field with the valve in the line under pressure. Plug shall be resilient faced with neoprene or hycar, suitable for use with sewage.
- E. Valves shall have replaceable sleeve type bearings and grit seals at the upper and lower journals.
- F. Valve shaft seals shall be of the multiple V-ring type and shall be externally adjustable and repackable without removing the bonnet or actuator from the valve under pressure. Valves utilizing O-ring seals or non-adjustable packing shall not be acceptable.
- G. Valve pressure ratings shall be 175 psi through 12" and 150 psi for 14" through 72". Each valve shall be given a hydrostatic and seat test with test results being certified when required by the specifications.
- H. Buried valves shall be manually operated with 2-inch square operating nuts in vertical position for use in a valve box unless otherwise indicated on the plans. Buried valves shall have extension stems that bring the 2-inch square operating nut to within 2 feet of finished grade. Each buried valve shall be supplied with a two (2) T-handle wrenches that allow the valve to be operated with the T-handle at waist height. All valves 6-inch and larger shall be equipped with gear actuators. All gearing shall be enclosed in a semi-steel housing and be suitable for running in a lubricant with seals provided on all shafts to prevent entry of dirt and water into the actuator. The actuator shaft shall be stainless steel and the quadrant shall be supported on permanently lubricated bronze bearings. Actuators shall clearly indicate valve position and an adjustable stop shall be provided to set closing torque and to provide seat adjustment to compensate for change in pressure differential or flow direction change. All exposed nuts, bolts, washers and appurtenances shall be stainless steel.
- I. Valves and gear actuators for buried or submerged service shall have seals for all shafts and gaskets on the valve and actuator covers to prevent the entry of water. Actuator mounting brackets for buried or submerged service shall be totally enclosed and shall have gasket seals. All exposed nuts, bolts, springs, washers and appurtenances shall be stainless steel.
- J. Cylinder actuators shall be equipped with a 2-inch operating nut to allow manual valve operation in case of supply failure.
- K. Valves shall provide drip tight shutoff up to the full pressure rating. Valves shall be provided with adjustable limit stops and rotate 90 degrees from fully opened to fully closed.

- L. Valves shall have rectangular port openings for throttling service, and shall open to 100% of the corresponding pipe diameter.
- M. All buried service plug valves shall have mechanical joint ends and have all exterior surfaces shop painted with two coats of Fed. Spec. TT-C-494A Asphalt Varnish.
- N. All valves and actuators shall be as manufactured by DEZURIK or approved equal.

#### **2.04 GATE VALVES - BURIED**

- A. Gate valves shall conform to the Specifications of SECTION 331216, Paragraph 2.01, except be designed for buried service, have mechanical joint ends, have all exterior surfaces shop painted with two coats of Fed. Spec. TT-V-51F Asphalt Varnish, with 2-inch square nut operator in a vertical position for use in a valve box.

#### **2.05 BUTTERFLY VALVES**

- A. All butterfly valves shall be of the tight closing, rubber seat type with Buna-N rubber seats, which are recess mounted and securely fastened to the valve body or to the valve disc. Seating surfaces shall be stainless steel. Valves shall be rated for 150 psi pressure (Class 150B) and shall be satisfactory for applications involving valve operation after long periods of inactivity. Valve discs shall rotate 90 degrees from the full open position to the tight shut position. Valves shall meet the full structural requirements of the application class of AWWA C504-87.
- B. Valve bodies shall be constructed of cast iron ASTM A126, Class B and shall have integrally cast mechanical joint ends. Two trunnions for shaft bearings shall be integral with each valve body. Body thickness shall be strictly in accordance with AWWA C504. Valve shafts shall be constructed of 18-8 stainless steel or of approved construction.
- C. Disc shall be constructed of any material described in AWWA C504, Section 3.4. All disc seating edges shall be smooth and polished. Valve shafts shall be a one piece unit extending full size through the valve disc and bearings or a two piece unit (stub-shaft type). Disc mounted seats shall be mechanically retained; body mounted seats shall be bonded to the valve body. Bonded-in seats must be simultaneously molded in, vulcanized and bonded to the body and the seat. Bearings shall be corrosion resistant and self-lubricating.
- D. Operator shall be the traveling nut type, AWWA C504, Class 150.
- E. All operators shall be fully gasketed and grease packed and designed to withstand submersion in water to 10 psi. Valve shall open with a counterclockwise rotation of the operator, and operation shall closely resemble conventional distribution valve practice and shall minimize water hammer. Operator shall be equipped for buried service.
- F. Butterfly valves shall be supplied for mains 14" and larger where shown on the Plans.
- G. All surfaces of the valve shall be clean, dry and free from grease before painting. An epoxy coating conforming to AWWA C550 shall be factory applied to the interior and exterior ferrous surfaces of the valve except for finished or seating surfaces.
- H. Hydrostatic and leakage tests shall be conducted in strict accordance with AWWA C504, Section 5.
- I. Butterfly valves installed in the ground shall have the operator nut in a vertical position for use in a roadway type valve box.



- J. There shall be a maximum 48" depth to valve operator nut. Contractor must use extension stems, if necessary, to raise operator nut within 48" of the final grade.
- K. Butterfly valves shall be sized as shown on the Drawings

## **2.06 VALVE BOXES - BURIED VALVES**

- A. Valve boxes shall be of 5-1/4 inch standard cast iron, two-piece, screw type valve box with drop cover marked "WATER", "SEWER", "DRAIN", as applicable. Valve boxes for gate valves larger than 8 inches shall be three-piece. Valve boxes shall be accurately centered over valve operating nut, and backfill thoroughly tamped about them. Valve boxes shall not rest on the valves but shall be supported on crushed stone fill. They shall be set vertically and properly cut and/or adjusted so that the tops of boxes will be at grade in any paving, walk or road surface, and in grass plots, fields, woods or other open terrain. Valve boxes and covers shall be as manufactured by Tyler Corporation, Opelika Foundry, Bingham & Taylor, or equal.
- B. Wherever valve boxes fall outside of the pavement, the top of the box shall be set in a cast-in-place concrete slab 18" x 18" x 4" thick with the top of the slab and box flush with the top of the ground. This provision shall apply to all new and all existing valve boxes which fall within the limits of the contract, unless otherwise stated on the plans or ordered by the Engineer.

## **PART 3 - EXECUTION**

### **3.01 INSTALLATION**

- A. All valves shall be installed in accordance with details on the Contract Drawings and with the manufacturer's recommendations.
- B. All valves shall be anchored in accordance with the details on the Contract Drawings.

- END OF SECTION -

## SECTION 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 -

SITE RESTORATION

**SECTION 09960****COATINGS – WASTEWATER PLANT****PART 1 - GENERAL****1.01 DESCRIPTION OF WORK**

- A. Provide all labor, materials, equipment and services for furnishing and installing the finishes as indicated on drawings and schedules, and as herein specified.
- B. Work includes painting and finishing of interior and exterior exposed items and surfaces throughout project, except as otherwise indicated. Surface preparation, priming and coats of paint specified are in addition to shop-priming and surface treatment specified under other sections of work.
- C. Work includes field painting of exposed bare and covered pipes and ducts (including color coding), and of hangers, exposed steel and iron work, and primed metal surfaces of equipment installed under mechanical and electrical work, except as otherwise indicated. In addition, the Contractor shall provide for the use of deep tone colors to be applied in selected areas as wall graphics, stripes and visual accents. The areas and colors shall be selected by the Architect-Engineer and shall not exceed 15% of the total wall surface area to be painted.
- D. "Paint" as used herein means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
- E. Surfaces to be Painted: Except where natural finish of material is specifically noted as a surface not to be painted, paint exposed surfaces whether or not colors are designated in "schedules". Where items or surfaces are not specifically mentioned, paint the same as similar adjacent materials or areas. If color or finish is not designated, Architect-Engineer will select these from standard colors or finishes available.
- F. Following categories of work are not included as part of field- applied finish work.
  - 1. Pre-Finished Items: Unless otherwise indicated, do not include painting when factory-finishing or installer-finishing is specified for such items as (but not limited to) toilet enclosures, prefinished partition systems, acoustic materials, architectural woodwork and casework, and finish mechanical and electrical equipment, including light fixtures, switchgear, and distribution cabinets.
  - 2. Concealed Surfaces: Unless otherwise indicated, painting is not required on surfaces such as walls or ceilings in concealed areas and generally inaccessible areas, furred areas, pipe spaces, and duct shafts.
  - 3. Finished Metal Surfaces: Unless otherwise indicated, metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze and similar finished materials will not require finish painting.
  - 4. Operating Parts: Unless otherwise indicated, moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts will not require finish painting.

- G. Following categories of work are included under other sections of these specifications.
  - 1. Shop Priming: Unless otherwise specified, shop priming of ferrous metal items is included under various sections for structural steel, metal fabrications, hollow metal work and similar items.
  - 2. Unless otherwise specified, shop priming of fabricated components such as architectural woodwork, wood casework and shop-fabricated or factory-built mechanical and electrical equipment or accessories is included under other sections of these Specifications.
- H. Do not paint over any code-required labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.
- I. PVC plastic process piping shall not be painted, but shall be stenciled and labeled or tagged for identification surfaces. Each type of process piping using PVC pipe shall be installed using the same color pipe.
- J. Repainting of existing structures, tanks, piping, and all other existing items shall not be part of this Contract unless otherwise noted. Areas that have been directly altered or damaged by construction shall be repainted to match existing conditions using the appropriate painting system.

## **1.02 RELATED DOCUMENTS**

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

## **1.03 SUBMITTALS**

- A. Product Data: Submit manufacturer's technical information including paint label analysis and application instructions for each material proposed for use.
- B. Samples: Prior to beginning work, submit color chips for surfaces to be painted. Use representative colors when preparing samples for review. Submit samples for Architect-Engineer's review of color and texture only. Provide a listing of material and application for each coat of each finish sample.

## **1.04 QUALITY ASSURANCE**

- A. Single Source Responsibility: Provide field applied primers and other undercoat paint produced by same manufacturer as finish coats. Use only thinners approved by paint manufacturer, and use only within recommended limits.
- B. Coordination of Work: Review other sections of these Specifications in which prime paints are to be provided to ensure compatibility of total coatings systems for various substrates. Upon request from other trades, furnish information or characteristics of finish materials provided for use, to ensure compatible prime coats are used.

## **1.05 DELIVERY AND STORAGE**

- A. Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name and label, and following information:
  - 1. Name or title of material.

2. Fed. Spec. number, if applicable.
  3. Manufacturer's stock number, batch number, and date of manufacturer.
  4. Manufacturer's name.
  5. Contents by volume, for major pigment and vehicle constituents.
  6. Thinning instructions.
  7. Application instructions.
  8. Color name and number.
- B. Store materials not in actual use in tightly covered containers. Maintain containers used in storage of paint in a clean condition, free of foreign materials and residue. Protect from freezing where necessary. Keep storage area neat and orderly. Remove oily rags and waste daily. Take all precautions to ensure that workmen and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application of paints.

## **1.06 JOB CONDITIONS**

- A. Apply water-base paints only when temperature of surfaces to be painted and surrounding air temperatures are between 50 degrees F (10 degrees C) and 90 degrees F (32 degrees C), unless otherwise permitted or restricted by paint manufacturer's printed instructions.
- B. Apply solvent-thinned paints only when temperature of surfaces to be painted and surrounding air temperatures are between 45 degrees F (7 degrees C) and 95 degrees F (35 degrees C), unless otherwise permitted or restricted by paint manufacturer's printed instructions.
- C. Do not apply paint in snow, rain, fog or mist, or when relative humidity exceeds 85%, or to damp or wet surfaces, unless otherwise permitted or restricted by paint manufacturer's printed instructions. Painting may be continued during inclement weather if areas and surfaces to be painted are enclosed and heated within temperature limits specified by paint manufacturer during application and drying periods.
- D. Paint only when the surface temperature is at least 5 degrees F above the dew point, unless otherwise permitted by paint manufacturer's printed instructions.

## **PART 2 - PRODUCTS**

### **2.01 ACCEPTABLE MANUFACTURERS**

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:
  1. Tnemec Company, Inc. (Tnemec)
  2. The Sherwin-Williams Company
  3. Engineer Approved Equal

## 2.02 MATERIALS

- A. Material Quality: Provide best quality grade of various types of coatings as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable.
- B. Proprietary names used to designate colors or materials, used for the basis of design purposes, are not intended to imply that products of named manufacturers are required to exclusion of equivalent products of other manufacturers.
- C. Color Pigments: Pure, non-fading, applicable types to suit substrates and service indicated.
  - 1. Lead content in pigment, if any, is limited to contain not more than 0.06% lead, as lead metal based on the total non-volatile (dry-film) of paint by weight.

## PART 3 - EXECUTION

### 3.01 INSPECTION

- A. Applicator must examine areas and conditions under which painting work is to be applied and notify Contractor in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to Applicator.
- B. Starting of painting work will be construed as Applicator's acceptance of surfaces and conditions within any particular area.
- C. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of a durable paint film.

### 3.02 SURFACE PREPARATION

- A. General: Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified, for each particular substrate condition.
  - 1. Provide barrier coats over incompatible primers or remove and re-prime as required. Notify Architect-Architect-Engineer in writing of any anticipated problems in using the specified coating systems with substrates primed by others.
  - 2. Remove hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted, or provide surface-applied protection prior to surface preparation and painting operations. Remove, if necessary, for complete painting of items and adjacent surfaces. Following completion of painting of each space or area, reinstall removed items.
  - 3. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning per SSPC SP-1. Program cleaning and painting so that contaminants from cleaning process will not fall onto wet, newly-painted surfaces.
  - 4. Abrasives for blasting shall be sharp, washed, salt free, angular, and free from feldspar or other constituents that tend to breakdown and remain on the surface.

5. Concrete floors shall be dry as indicated by testing in accordance with ASTM D4263, Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method.
- B. Cementitious Materials: Per ASTM D4261, Standard Practice for Surface Cleaning Concrete Unit Masonry for Coating, prepare cementitious surfaces of concrete block to be painted by removing efflorescence, chalk, dust, dirt, grease, oils, and by roughening as required to remove glaze. Per ASTM D4262, Standard Test Method for pH of Chemically Cleaned or Etched Concrete Surfaces, determine alkalinity of surfaces to be painted by performing appropriate tests. If surfaces are found to be sufficiently alkaline to cause blistering and burning of finish paint, correct this condition before application of paint. Test the surface for moisture and do not paint over surfaces where moisture content exceeds that permitted in manufacturer's printed directions.
- Existing block to be painted shall be pressure washed to remove all existing coatings. Resulting surface shall be roughened by sanding to provide adequate profile for the new paint to adhere. All material produced from sanding shall be removed prior to applying new coating.
- C. Wood: Clean wood surfaces to be painted of dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sandpaper smooth those finished surfaces exposed to view, and dust off. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer, before application of priming coat. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler. Sandpaper smooth when dried.
1. Prime, stain, or seal wood required to be job-painted immediately upon delivery to job. Prime edges, ends, faces, undersides, and backsides of such wood, including cabinets, counters, cases, paneling.
  2. When transparent finish is required, use spar varnish for backpriming.
- D. Ferrous Metals: Clean ferrous surfaces, which are not galvanized or shop-coated, of oil, grease, dirt, and other foreign substances by solvent cleaning per SSPC SP-1. Mechanical cleaning shall be in accordance with SSPC-SP6 Commercial Blast Cleaning specifications for non-immersion surfaces and SSPC-SP10 Near White Metal Blast Cleaning for immersion in potable or non-potable water.
- E. Galvanized Surfaces: Clean free of oil and surface contaminants with non-petroleum based solvent. For immersion service, clean in accordance with SSPC-SP16 Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals.
- F. Shop Primed Surfaces: Prepare shop-applied prime coats wherever damaged or bare as required by other sections of these Specifications. Clean and touch-up with same type shop primer.

### **3.03 MATERIALS PREPARATION**

- A. Mix and prepare painting materials in accordance with manufacturer's directions.
- B. Maintain containers used in mixing and application of paint in a clean condition, free of foreign materials and residue.
- C. Stir materials before application to produce a mixture of uniform density, and stir as

required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.

### 3.04 APPLICATION

- A. General: Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.
  - 1. Painting requirements, surface treatments, and finishes, are indicated in "schedules" of the contract documents and as noted in Paragraph 3.11 hereinafter.
  - 2. Provide finish coats which are compatible with prime paints used.
  - 3. Apply additional coats when undercoats, stains or other conditions show through final coat of paint, until paint film is of uniform finish, color and appearance. Give special attention to insure that surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
  - 4. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Paint surfaces behind permanently- fixed equipment or furniture with prime coat only before final installation of equipment.
  - 5. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non-specular black paint.
  - 6. Paint back sides of access panels, and removable or hinged covers to match exposed surfaces.
  - 7. Finish exterior doors on tops, bottoms and side edges same as exterior faces, unless otherwise indicated.
  - 8. Sand lightly between each succeeding enamel or varnish coat.
  - 9. Omit first coat (primer) on metal surfaces which have been shop-primed and touch-up painted, unless otherwise indicated.
- B. Scheduling Painting: Apply first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration. Allow sufficient time between successive coatings to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
- C. Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate, to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.
- D. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to those items exposed in mechanical equipment rooms and in occupied spaces.
  - 1. Mechanical items to be painted include, but are not limited to, the following:
    - a. Piping, pipe hangers, supplementary steel and supports except galvanized surfaces.



- b. Heat exchangers.
  - c. Tanks.
  - d. Ductwork, insulation.
  - e. Motor, mechanical equipment, and supports.
  - f. Accessory items.
- 2. Electrical items to be painted include, but are not limited to, the following:
  - a. Conduits and fittings except galvanized surfaces.
  - b. Switchgear (touch up only).
  - c. Hanger and support except galvanized surfaces.
- E. Prime Coats: Apply prime coat of material which is required to be painted or finished, and which has not been prime coated by others. Recoat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.
- F. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections will not be acceptable. Holiday test coated steel in immersion areas in accordance with NACE International SP0188 Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates.
- G. Transparent (Clear) Finishes: Use multiple coats to produce glass-smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections. Provide satin finish for final coats, unless otherwise indicated.
- H. Completed Work: Match approved samples for color, texture and coverage. Remove, refinish or repaint work not in compliance with specified requirements.

### **3.05 FIELD QUALITY CONTROL**

- A. The right is reserved by Owner to invoke the following material testing procedure at any time, and any number of times during period of field painting:
  - 1. Engage services of an independent testing laboratory to sample paint being used. Samples of materials delivered to project site will be taken, identified and sealed, and certified in presence of Contractor.
  - 2. Testing laboratory will perform appropriate tests for any or all of following characteristics: Abrasion resistance, apparent reflectivity, flexibility, washability, absorption, accelerated weathering, dry opacity, accelerated yellowness, recoating, skinning, color retention, alkali resistance and quantitative materials analysis.
- B. If test results show that material being used does not comply with specified requirements, Contractor may be directed to stop painting work, and remove non-complying paint; pay for testing; repaint surfaces coated with rejected paint; remove rejected paint from previously

painted surfaces if, upon repainting with specified paint, the two coatings are non-compatible.

### 3.06 CLEAN-UP AND PROTECTION

- A. Clean-Up: During progress of work, remove from site discarded paint materials, rubbish, cans and rags at end of each work day.
- B. Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.
- C. Protection: Protect work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect-Architect-Engineer. Provide "Wet Paint" signs as required to protect newly-painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations. At completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.

### 3.07 PAINTING SYSTEMS

#### A. Ferrous Metals, Structural, Tanks, Pipe and Equipment

##### 1. Exterior, Non-Immersion

	<b>Tnemec</b>	<b>Dry Mils</b>	<b>Sherwin Williams</b>	<b>Dry Mils</b>
Surface Prep	SSPC-SP6 Commercial Blast Cleaning		SSPC-SP6 Commercial Blast Cleaning	
1st Coat	91H20	2.5 - 3.5	Corothane I Galvapak NSF	2.5 - 3.5
2nd Coat	N69 High-Build Epoxoline	4.0 - 6.0	Macropoxy 646	4.0 - 6.0
3rd Coat	1074 Endura -Shield	2.0 - 3.0	Acrolon 218 HS	2.0 - 3.0

##### 2. Interior, Non-Immersion

	<b>Tnemec</b>	<b>Dry Mils</b>	<b>Sherwin Williams</b>	<b>Dry Mils</b>
Surface Prep	SSPC-SP6 Commercial Blast Cleaning		SSPC-SP6 Commercial Blast Cleaning	
1st Coat	91H20	2.5 - 3.5	Corothane I Galvapak NSF	2.5 - 3.5
2nd Coat	N69 High-Build Epoxoline	4.0 - 6.0	Macropoxy 646	4.0 - 6.0
3rd Coat	N69 High-Build Epoxoline	2.0 - 3.0	Macropoxy 646	2.0 - 3.0

**3. Immersion, Potable or Non-Potable Water**

	<b>Tnemec</b>	<b>Dry Mils</b>	<b>Sherwin Williams</b>	<b>Dry Mils</b>
Surface Prep	SSPC-SP10 Near-White Blast Cleaning		SSPC-SP10 Near-White Blast Cleaning	
1st Coat	N140	4.0 - 6.0	Macropoxy 646 PW	4.0 - 6.0
2nd Coat	N140	4.0 - 6.0	Macropoxy 646 PW	4.0 - 6.0
3rd Coat	N140	4.0 - 6.0	Macropoxy 646 PW	4.0 - 6.0

**4. Factory Primed Interior (Refer to Piping Specifications)**

	<b>Tnemec</b>	<b>Dry Mils</b>	<b>Sherwin Williams</b>	<b>Dry Mils</b>
Surface Prep	Surface Shall be Clean / Dry		Surface Shall be Clean / Dry	
Touch up	N69 High-Build Epoxoline		Macropoxy 646	
1st Coat	N69 High-Build Epoxoline	4.0 - 6.0	Macropoxy 646	4.0 - 6.0
2nd Coat	N69 High-Build Epoxoline	4.0 - 6.0	Macropoxy 646	4.0 - 6.0

**5. Factory Primed, Exterior (Refer to Piping Specifications)**

	<b>Tnemec</b>	<b>Dry Mils</b>	<b>Sherwin Williams</b>	<b>Dry Mils</b>
Surface Prep	Surface Shall be Clean / Dry		Surface Shall be Clean / Dry	
Touch up	N69 Hi-Build Epoxoline		Macropoxy 646	
1st Coat	N69 Hi-Build Epoxoline	4.0 - 6.0	Macropoxy 646	4.0 - 6.0
2nd Coat	1074 Endura -Shield	2.0 - 3.0	Acrolon 218 HS, B65 Series	2.0 - 3.0

**6. Primed Steel (Doors, Frames, etc.) - Exterior**

	<b>Tnemec</b>	<b>Dry Mils</b>	<b>Sherwin Williams</b>	<b>Dry Mils</b>
Surface Prep	Surface Shall be Clean / Dry		Surface Shall be Clean / Dry	
Touch-up	N69 High-Build Epoxoline		Macropoxy 646	
1st Coat	N 69 High-Build Epoxoline	4.0 - 6.0	Macropoxy 646	4.0 - 6.0

2nd Coat	1074 Endura -Shield	2.0 – 3.0	Acrolon 218 HS	2.0 – 3.0
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## 7. Buried

	<b>Tnemec</b>	<b>Dry Mils</b>	<b>Sherwin Williams</b>	<b>Dry Mils</b>
Surface Prep	SSPC-SP6 Commercial Blast Cleaning		SSPC-SP6 Commercial Blast Cleaning	
1st Coat	Hi-Build Tneme-Tar	16.0 – 20.0	Hi-Mil Sher-Tar Epoxy	16.0 – 24.0

## B. Galvanized Steel - Pipe and Miscellaneous Fabrications

### 1. Exterior, Non-Immersion

	<b>Tnemec</b>	<b>Dry Mils</b>	<b>Sherwin Williams</b>	<b>Dry Mils</b>
Surface Prep	SSPC-SP1 Solvent Cleaning		SSPC-SP1 Solvent Cleaning	
1st Coat	N69 Hi-Build Epoxoline	2.0 – 3.0	Macropoxy 646	2.0 – 3.0
2nd Coat	1074 Endura -Shield	2.0 – 3.0	Acrolon 218 HS	2.0 – 3.0

### 2. Interior, Non-Immersion (Doors, Frames, etc.)

	<b>Tnemec</b>	<b>Dry Mils</b>	<b>Sherwin Williams</b>	<b>Dry Mils</b>
Surface Prep	SSPC-SP1 Solvent Cleaning		SSPC-SP1 Solvent Cleaning	
1st Coat	N69 Hi-Build Epoxoline	4.0 – 6.0	Macropoxy 646	2.0 – 3.0
2nd Coat	N69 Hi-Build Epoxoline	4.0 – 6.0	Macropoxy 646	2.0 – 3.0

### 3. Immersion, Potable or Non-Potable Water

	<b>Tnemec</b>	<b>Dry Mils</b>	<b>Sherwin Williams</b>	<b>Dry Mils</b>
Surface Prep	SSPC-SP16 Brush-Off Blast Cleaning		SSPC-SP16 Brush-Off Blast Cleaning	
1st Coat	20-1255 Potapox	4.0 – 6.0	Macropoxy 646 NSF	4.0 – 6.0
2nd Coat	20-11 WH Potapox	4.0 – 6.0	Macropoxy 646 NSF	4.0 – 6.0

**C. Porous Masonry - Concrete Masonry Units****1. Interior**

	<b>Tnemec</b>	<b>Dry Mils</b>	<b>Sherwin Williams</b>	<b>Dry Mils</b>
Surface Prep	Surface Shall be Clean / Dry		Surface Shall be Clean / Dry	
1st Coat	130 Envirofill (Spray and Back Roll to Fill Porosity)	80 - 100 sf/gal.	Pro-Industrial Hi-Bild Waterbased Catalyzed Epoxy	80- 100 sf/gal
2nd Coat	113 H.B. Tnemec-Tufcoat	2.0 - 3.0	Pro-Industrial Hi-Bild Waterbased Catalyzed Epoxy	2.0- 3.0
3rd Coat	113 H.B. Tnemec-Tufcoat	2.0 - 3.0	Pro-Industrial Hi-Bild Waterbased Catalyzed Epoxy	2.0- 3.0

**2. Exterior**

	<b>Tnemec</b>	<b>Dry Mils</b>	<b>Sherwin Williams</b>	<b>Dry Mils</b>
Surface Prep	Surface Shall be Clean / Dry		Surface Shall be Clean / Dry	
1st Coat	Series 156 Enviro-Crete	6.0 - 8.0*	Loxon XP	6.0- 8.0*
2nd Coat	Series 156 Enviro-Crete	6.0 - 8.0*	Loxon XP	6.0- 8.0*

\*Coats must be sufficient to fill the porosity of the block face and create a pinhole-free surface.

**D. Cast-In-Place Concrete****1. Concrete Walls & Precast Concrete Ceilings (Interior)**

	<b>Tnemec</b>	<b>Dry Mils</b>	<b>Sherwin Williams</b>	<b>Dry Mils</b>
Surface Prep	SSPC-SP13 Abrasive Blast		SSPC-SP13 Abrasive Blast	
1st Coat	113 H.B. Tnemec Tuf-coat	4.0- 6.0	Pro-Industrial Hi-Bild Waterbased Catalyzed Epoxy	4.0 - 6.0
2nd Coat	113 H.B. Tnemec Tuf-coat	4.0- 6.0	Pro-Industrial Hi-Bild Waterbased Catalyzed Epoxy	4.0 - 6.0

**2. Concrete Walls, Exterior & Non-Potable**

	<b>Tnemec</b>	<b>Dry Mils</b>	<b>Sherwin Williams</b>	<b>Dry Mils</b>
Surface Prep	Surface Shall be Clean / Dry		Surface Shall be Clean / Dry	
1st Coat	Series 156 Enviro-Crete	125 sf/gal	Loxon Masonry Primer	125 sf/gal
2nd Coat	Series 156 Enviro-Crete	200 sf/gal	Loxon Masonry Coating	200 sf/gal

**3. Concrete Floors (Where noted on the drawings or specified)**

	<b>Tnemec</b>	<b>Dry Mils</b>	<b>Sherwin Williams</b>	<b>Dry Mils</b>
Surface Prep	SSPC-SP13, Severe Service Abrasive Blast		SSPC-SP13, Severe Service Abrasive Blast	
1st Coat	N 69 Epoxoline	3.0 - 5.0	Macropoxy 646	3.0 - 5.0
2nd Coat	N 69 Epoxoline	4.0 - 6.0	Macropoxy 646	4.0 - 6.0
3rd Coat	N 69 Epoxoline	4.0 - 6.0	Macropoxy 646	4.0 - 6.0

**4. Concrete Tanks & Basins**

	<b>Tnemec</b>	<b>Dry Mils</b>	<b>Sherwin Williams</b>	<b>Dry Mils</b>
Surface Prep	SSPC-SP13, Severe Service Abrasive Blast		SSPC-SP13, Severe Service Abrasive Blast	
1st Coat	N140	4.0 - 6.0	Macropoxy 646 PW	4.0 - 6.0
2nd Coat	N140	4.0 - 6.0	Macropoxy 646PW	4.0 - 6.0
3rd Coat	N140	4.0 - 6.0	Macropoxy 646PW	4.0 - 6.0

**5a. Chemical Containment Areas - Acid Exposure**

	<b>Tnemec</b>	<b>Dry Mils</b>	<b>Sherwin Williams</b>	<b>Dry Mils</b>
Surface Prep	SSPC-SP13, Severe Service Abrasive Blast		SSPC-SP13, Severe Service Abrasive Blast	
1st Coat	Series 120-5002 Vinyl Ester	12 - 18	CoroBond Vinyl Ester Primer	3.5 - 4.0
2nd Coat	Series 120-5002 Vinyl Ester	12 - 18	CorCote VEN FF	15.0 - 20.0
3rd Coat			CorCote VEN FF with	15.0

			Wax Solution	- 20.0
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**5b. Chemical Containment Areas - Other**

	<b>Tnemec</b>	<b>Dry Mils</b>	<b>Sherwin Williams</b>	<b>Dry Mils</b>
Surface Prep	SSPC-SP13, Severe Service Abrasive Blast		SSPC-SP13, Severe Service Abrasive Blast	
1st Coat	201 Epoxoprime	6.0 - 8.0	CoroBond 100	6.0 - 8.0
2nd Coat	275 Stranlock	25.0 - 40.0	CorCote HCR Flake-Filled	15.0 - 20.0
3rd Coat	282 Tneme-Glaze	8.0 - 12.0	CorCote HCR	15.0 - 20.0

**E. Wood - Interior or Exterior**

	<b>Tnemec</b>	<b>Dry Mils</b>	<b>Sherwin Williams</b>	<b>Dry Mils</b>
Surface Prep	Surface Shall be Clean / Dry		Surface Shall be Clean / Dry	
1st Coat	151-1051 Elasto-Grip FC	1.0 - 1.5	Multi-Purpose Latex Primer	1.0 - 1.5
2nd Coat	1029 Tufcryn	2.0 - 3.0 - 3.5	DTM Acrylic Coating	2.0 - 3.0
3rd Coat	1029 Tufcryn	2.0 - 3.0	DTM Acrylic Coating	2.0 - 3.0

**F. Insulated Pipe**

	<b>Tnemec</b>	<b>Dry Mils</b>	<b>Sherwin Williams</b>	<b>Dry Mils</b>
Surface Prep	Surface Shall be Clean / Dry		Surface Shall be Clean / Dry	
1st Coat	1029Tneme-Cryl	2.0 - 3.0	DTM Primer/Finish, B66W1	2.0 - 3.0
2nd Coat	1029 Tneme-Cryl	2.0 - 3.0	DTM Primer/Finish, B66W1	2.0 - 3.0

**G. Gypsum Board****1. Interior Drywall - Architectural**

	<b>Tnemec</b>	<b>Dry Mils</b>	<b>Sherwin Williams</b>	<b>Dry Mils</b>
Surface Prep	Surface Shall be Clean / Dry		Surface Shall be Clean / Dry	
1st Coat	151-1051 Elasto-Grip FC	1.0 - 1.5	PrepRite 200 Printer	1.0 - 1.5
2nd Coat	1026-Color Tneme-	2.0 -	ProMar 200 F, SF,	1.0 -

	Cryl	3.0	EgShel	1.5
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## 2. Interior Drywall - Severe Exposure

	Tnemec	Dry Mils	Sherwin Williams	Dry Mils
Surface Prep	Surface Shall be Clean / Dry		Surface Shall be Clean / Dry	
Prime Coat	151-1051 Elasto-Grip FC	1.0 - 1.5	PrepRite 200 Primer	1.0 - 1.5
1st Coat	113 H.B. Tneme-Tufcoat	2.0 - 3.0	Pro-Industrial Hi-Bild Waterbased Catalyzed Epoxy	2.0 - 3.0
2nd Coat	113 H.B. Tneme-Tufcoat	2.0 - 3.0	Pro-Industrial Hi-Bild Waterbased Catalyzed Epoxy	2.0 - 3.0

H. PVC Piping – **Do Not Paint**

I. Aluminum Windows, Doors, Handrails & Grating – **Do Not Paint**

J. Fiberglass Reinforced Plastic Doors & Windows – **Do Not Paint**

### 3.08 PIPING COLOR CODE

To facilitate identification of piping in plants and pumping stations it is recommended that the following color scheme be utilized:

CHEMICAL LINES	
Alum or Primary Coagulant	Orange
Ammonia	White
Carbon Slurry	Black
Caustic	Yellow w/ green band
Chlorine	Yellow
Lime Slurry	Light Green
Fluoride	Light Blue w/ red band
Polymers or Coagulant Aid	Orange w/ green band
Potassium Permanganate	Violet
Soda Ash	Light Green w/ orange band
Sulfur Dioxide	Light Green w/yellow band
WATER LINES	
Raw Water	Olive Green
Settled Water	Light Blue
Filtered, Finished or Potable Water	Dark Blue
WASTE LINES	
Backwash Waste	Light Brown
Sewer (Sanitary or Other)	Dark Gray
Sludge	Dark Brown



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 OTHER
 

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Compressed Air	Dark Green
Gas	Red
Other Lines	Light Gray

**3.09 STENCILING**

- A. The Contractor shall supply all materials and labor necessary for stenciling of legends on pipes. The legend shall show the name of the contents. Review by the Architect-Engineer of legends will be required. Names shall be "plainly visible". Arrows showing direction of flow shall also be stenciled on pipes. The legends shall be located not more than 10 feet apart and, in general, at each valve and piece of equipment. The size and location of the legend shall be in general accordance with ANSI A13.1-2015 "Scheme for the Identification of Piping Systems". All visible piping 6" in diameter and larger shall be color-coded and stenciled. "Stick-on" labels are not acceptable.

**3.10 PLASTIC IDENTIFICATION MARKERS**

- A. All visible piping 3/4" and greater and less than 6" which is accessible for maintenance operations shall be color-coded and identified with semi-rigid plastic identification markers equal to SETMARK Pipe Markers as manufactured by Seton Name Plate Corporation, New Haven, Conn.; T & B/Westline, Los Angeles, California; or equal. Direction of flow arrows are to be included on each marker, unless otherwise specified.
- B. Each marker background is to be appropriately color coded with a clearly printed legend to identify the contents of the pipe in conformance with the "Scheme for the Identification of Piping Systems" (ANSI A 13.1 - 2015).
- C. For pipes under 3/4" O.D. (too small for color bands and legends), brass identification tags 1-1/2" in diameter with depressed 1/4" high black-filled letters above 1/3" blackfilled numbers shall be fastened securely at specified locations.
- D. All electrical conduits, which are accessible for maintenance operations, shall be identified with semi-rigid identification markers similar to those specified above.
- E. Each marker background is to be color-coded with a clearly printed legend to identify the conductor. Size of markers and sizes of lettering to generally conform with the "Scheme for Identification of Piping Systems" (ANSI A 13.1 - 2015)
- F. Locations for pipe and electrical markers to be as follows:
1. Adjacent to each valve and fitting (except on plumbing fixtures and equipment).
  2. At each branch and riser take-off.
  3. At each pipe passage through wall, floor and ceiling construction.
  4. At each pipe passage to underground.
  5. On all horizontal pipe runs-marked every 25 feet.

**3.11 PAINT SCHEDULE**

All items at the Project site shall be painted in accordance with these Specifications and Drawings.

The following paint schedule is provided only to assist the Owner and Contractor in selection of the appropriate paint system and is not intended to be a complete list of items to be painted.

A. Paint Application Schedule

	<u>Location and/or Description</u>	<u>System</u>
1.	Grit Removal System	
a.	Existing Piping	A.1
b.	New Equipment	A.1

END OF SECTION

**SECTION 11290****INTERIOR PROCESS PIPING****PART 1 - GENERAL****1.01 SCOPE OF WORK**

- A. Provide all labor, materials, equipment and services required to furnish and install all plant process piping as shown on the Drawings and specified herein.

**1.02 RELATED WORK SPECIFIED ELSEWHERE**

- A. Interior Process Valves: Section 11295
- B. Piping furnished with equipment is included in the specific equipment item.

**1.03 SUBMITTALS**

- A. The Contractor shall comply with the requirements of Section 01340 of these specifications.
- B. A notarized certification shall be furnished for all pipe and fittings which verifies compliance with all applicable specifications.

**PART 2 - PRODUCTS****2.01 DUCTILE IRON PIPE/DUCTILE IRON FITTINGS**

- A. Unless otherwise noted or required, all inside ductile iron piping shall be flanged pipe with threaded flanges in accordance with AWWA C 115. All piping flanges shall have ring gaskets, 1/8-inch thick.
- B. All exposed iron pipe to be field painted shall be furnished with an external coating of rust inhibitive primer, such as Tnemec Series 1 OmniThane, Sherwin-Williams Corothane I GalvaPac, or equal. Pipe manufacturer shall be responsible for compatibility of shop applied coatings with the field paint systems and products specified in Division 9, Section 09960. Do not apply asphalt or bituminous coatings on pipe to be painted.
- C. The interior of all ductile iron pipe shall be cement-mortar lined with bituminous seal coat in accordance with AWWA C 104. Thickness of the lining shall be as set forth in Section 4.8.1 of the aforementioned specification unless otherwise directed by the Engineer.
- D. Ductile iron fittings shall conform to AWWA C 110 with flanges faced and drilled to Class 300 or Class 125 as indicated on the Drawings. Fittings shall have interior lining and exterior coating same as the pipe.

**2.02 POLYVINYL CHLORIDE (PVC) PLASTIC PRESSURE PIPE**

- A. PVC Pressure Pipe, 3" and Smaller: Polyvinyl chloride plastic pipe shall be ASTM D 1785 Schedule 80 or F441 CPVC, Schedule 80 with solvent weld joints. Fittings shall be ASTM D 2467 Schedule 80 socket type. All socket type connections shall be made with PVC solvent cement complying with ASTM D 2564 PVC solvent cement shall be furnished from the same supplier as the PVC pipe. Provide socket-threaded adapters for connection to threaded appurtenances where required.

**2.03 COPPER PIPING**

- A. Copper piping shall be ASTM B 88 Type L seamless copper water tube, with ANSI B16.18 cast brass solder joint pressure fittings. Provide solder joint-threaded unions at all threaded valves and appurtenances.

**2.04 STAINLESS STEEL**

- A. Stainless steel pipe shall be ASTM A 312, AISI Type 316. Schedule 40, welded. Stainless steel fittings shall be AISI Type 316, 150-lb., welded.

**2.05 CHEMICAL FEED PIPING**

- A. Chemical feed piping shall be as specified in Section 11240 Chemical Feed Equipment, included hereinafter.

**2.06 WALL PIPE AND SLEEVES**

- A. All wall pipe shall be furnished with cast or welded collar water stops in the positions shown on the Drawings. Welding of water stop collars on pipe shall be accomplished by the wall pipe manufacturer in their shop. All centrifugally cast wall pipe shall be ductile iron meeting the requirements of AWWA C151 for the pipe barrel, conforming to the pressure rating of the pipeline in which installed, and in no case be lighter than Class 53.
- B. All statically cast wall pipe shall be ductile iron meeting the requirements of AWWA C110 for fittings. Mechanical joint end and cast-on flange end wall pipe shall conform to AWWA C110 and threaded flange wall pipe shall conform to AWWA C115. Where flanged or mechanical joint bell ends are flush with the wall, they shall be drilled and tapped for stud bolts which are to be of 300 Series stainless steel.
- C. The length of all wall pipe shall be not less than the thickness of the wall in which installed. Wall pipe shall have the same pressure rating as connecting pipe. All wall pipe shall be cement-mortar lined per AWWA C104. The outside of wall pipes shall be left uncoated and shall be field primed for painting on the portion exposed, uncoated where embedded and field coated with standard bituminous coated where buried.
- D. Contractor may have the option to install wall pipe flush face-to-face of wall in lieu of the dimensioned length wall pipe shown on the Drawings, in order to eliminate form penetrations. This option will be subject to Engineer's review at each wall pipe location and covers both flanged and mechanical-joint bell-end wall pipe. Embedded flanged and M.J. bell-end bolt holes shall be tapped for stud bolts; tapped bolt holes in embedded flanges shall be plugged for protection during concrete pouring.
- E. All pipe wall sleeves shall be plain end galvanized steel pipe of diameter noted on Drawings and length to fit flush face-to-face of wall.

**2.07 INTERLOCKING LINK PIPE SEALS**

- A. In all locations indicated on the Drawings, interlocking link pipe seals shall be used in lieu of lead packing a pipe wall sleeve. Seals shall be modular mechanical type, consisting of interlocking synthetic rubber links shaped to continuously fill the annular space between the pipe and wall sleeve. Links shall be loosely assembled with bolts to form a continuous rubber belt around the pipe with a pressure plate under each bolt head and nut. After the seal assembly is positioned in the sleeve, tightening of the bolts shall cause the rubber sealing elements to expand and provide an absolutely water-tight seal between the pipe and wall sleeve. Seals shall be "Link-Seal" as manufactured by Thunderline Corporation, Wayne, Michigan, or approved equal.

- B. The Contractor shall determine the required diameter of each individual wall opening according to the manufacturer's recommendations before ordering and installing the seal. Pipe shall be accurately centered in the sleeve and the link seals shall be sized, installed and tightened in accordance with the manufacturer's instructions.

## 2.08 COUPLINGS AND ADAPTERS

- A. Flexible couplings shall be of the sleeve type with a middle ring, two round-wedge shaped rubber gaskets at each end, two following rings together and compress the gasket against the pipe. Flexible couplings shall be steel with minimum wall thickness of the middle ring or sleeve installed on pipe being 5/16-inch for pipe smaller than 10 inches, 3/8-inch for pipe 10 inches or larger. The minimum length of the middle ring shall be 5-inches for pipe sizes up to 10 inches and 7 inches for pipe 10 inches to 30 inches. The pipe stop shall be removed. Gaskets shall be suitable for 250 psi pressure rating or at rated working pressure of the connecting pipe. Couplings shall be harnessed and be designed for 250 psi.
- B. Flanged adapters shall have one end suitable for bolting to a pipe flange and the other end of flexible coupling similar to that described hereinbefore. All pressure piping with couplings or adapters shall be harnessed with full threaded rods spanning across the couplings or adapters. The adapters shall be furnished with bolts of an approved corrosion resistant steel alloy, extending to the adjacent pipe flanges. Flanges on flanged adapter (unless otherwise indicated or required) shall be faced and drilled ANSI B16.1 Class 125.
- C. Flexible couplings and flanged adapters shall be as manufactured by Dresser, Rockwell, or equal, per the following, unless otherwise specified and/or noted on the Drawings:

1. Steel couplings for joining same size, plain-end, steel, cast iron, and PVC plastic pipe -

Dresser	Smith-Blair
Style 253 (2"-15")	411
Style 38/138 (18" & above)	

2. Transition couplings for joining pipe of different outside diameters-

Dresser	Smith-Blair
Style 162 (4"-12")	413 steel (2"-24")
Style 62 (2"-24")	415 steel (6"-48")
	433 cast (2"-16")
	435 cast (2"-12")

3. Flanged adapters for joining plain-end pipe to flanged pipe, fittings, valves and equipment.

Dresser	Smith-Blair
Style 227 cast (3"-12")	912 cast (3"-12")
Style 128 steel (3"-48" D.I. Pipe)	913 steel (3" and C.I. Pipe)
Style 128 steel (2"-96" steel pipe)	

## 2.09 FLANGED JOINTS

- A. Flange bolts and nuts shall be ASTM A 307, Grade B and shall have hexagonal heads. All bolts, nuts and studs for flanged pipe in submerged locations shall be of 300 Series stainless steel. The flanges shall be drawn together until the joint is perfectly tight, with bolts of a length such that they will not project greater than 1/4-inch from the nut nor fall short of the

end of the nut when drawn up. No washers shall be used. Gaskets shall be carefully fabricated prior to installation and must be suitable for pressure rating for the pipe for which it is used.

- B. All flanges (unless otherwise indicated or required) shall be faced and drilled ANSI B16.1 125-pound for ductile iron and ANSI B16.5 150-pound for steel.
- C. At the Contractor's option, and at no additional expense to the Owner, the following patented SBR flange gaskets or approved equal may be substituted for standard sheet packing ring gaskets in ductile iron flanged pipe:
  - 1. TORUSEAL by American Cast Iron Pipe Company
  - 2. FLANGE-TYTE by United States Pipe & Foundry Company

When using such gaskets, flange bolts shall be torqued to manufacturer's recommended torque values.

## **2.10 METAL PIPE SUPPORTS AND HANGERS**

- A. The Contractor shall furnish and install all pipe hangers, inserts, brackets, plates, anchors, and other supports not specifically included under other items. Generally pipe supports are not shown on the Drawings, but shall be supplied as specified herein. However, any bracing or support details shown on the Drawings shall be followed.
- B. Prior to installation, the Contractor shall submit to the Engineer for review, manufacturer's data sheets on all catalogued items to be used and sketches covering all specially designed hanger and support assemblies and fabrications.
- C. Supports and hangers shall be as manufactured by Grinnell, Elcen, or Fee & Mason, or equal or fabricated by the Contractor. Field fabricated supports may be used only for special conditions where manufactured items may not be suitable. In such cases, details of proposed supports shall be submitted to the Engineer for review. All such supports shall be galvanized.
- D. Except as shown on the Drawings or as directed by the Engineer, supports and hangers shall be as follows:
  - 1. Pipes with centerlines less than 24 inches from a wall shall be supported by a typical wall support bracket. Pipes with centerlines less than 6 feet above a floor shall be supported from below. All other pipes shall be hung from above. Piping shall be supported at no greater than 10 feet 0 inches on centers.
  - 2. Pipe supported from underneath shall have adjustable pipe saddle supports on properly sized pipe stanchions. The saddle assembly shall be of cast iron. Standard pipe stanchions with hold-down "U" bolts shall be Grinnell Fig. 259, Elcen Fig. 49, Fee & Mason Fig. 2595, or equal.
  - 3. Hangers are to be suspended from concrete work. Hangers shall be supported from approved metal inserts placed in concrete before the concrete is placed. Standard concrete inserts shall be Grinnell Fig. 281 or 282, Elcen Fig. 86 or 65, Fee & Mason Fig. 186 or 2570, or equal. If special support from overhead concrete is necessary due to unusually heavy loads, support shall be as detailed on the Drawings. In no case shall standard concrete inserts be used where pipe load exceeds the manufacturer's recommended load for the insert, or where the hanger rod exceeds 7/8" diameter.

4. All pipe hangers, inserts, clamps, supports and other like items shall be submitted for review by the Engineer prior to installation.
5. All inside horizontal flanged piping shall be supported with approved split ring type adjustable hangers of malleable iron with suitable hanger rods unless shown otherwise on the Drawings. Special supports shall be constructed in accordance with details shown on the Drawings. Wall supports and/or hangers shall be placed not over 10 feet apart. All piping shall be rigidly supported to prevent loosening under vibration.
6. Pipe, valve operating stems, fixtures and conduits shall be bracketed or suspended from walls, ceilings, and beams at or near valves and fittings and where needed for firm support, by standard brackets, rods, turnbuckles, and rings made especially for pipe of sizes supported. Perforated strap iron and/or copper will not be acceptable.
7. Clevis hangers for "iron pipe size" O.D. pipe shall be Grinnell Figure 65, Elcen Figure 12, Fee & Mason Figure 239, or equal. Clevis hangers for Cast Iron O.D. pipe shall be Grinnell Figure 260, Elcen Figure 12C, Fee & Mason Figure 104, or equal. All clevis hangers shall be galvanized.
8. Turnbuckles shall be forged steel. Rods shall be of black steel, machine threaded of following sizes:

Pipe Size	Rod Diameter
1/2" - 2"	3/8"
2 1/2" - 3"	1/2"
4" - 5"	5/8"
6"	3/4"
8" - 12"	7/8"
14" - 16"	1"
18"	1 - 1/8"
20" - 24"	1 - 1/4"

9. Brackets shall be of standard castings of fabricated steel and shall be reviewed by the Engineer. Standard catalogued bracket shall be medium duty Grinnell Fig. 195, Elcen Fig. 57, Fee & Mason Fig. 151, or equal, galvanized, size as noted on Drawings. Provide light or heavy duty brackets if specifically noted on Drawings. "U" bolts shall be Grinnell Fig. 137, Elcen Fig. 68 or 68A, Fee & Mason Fig. 176, or equal.
10. Column type pipe supports shall consist of pipe columns of size required to carry the full pipe and standard cast iron bases and saddles as required. Saddles shall be of proper size to fit the pipe being supported.

## 2.11 INSULATION AND HEAT TRACING

Where indicated on the Contract Drawings or stated in the specifications, process piping shall be provided with insulation and heat tracing cables.

- A. Insulation shall be one-piece fiberglass section insulation (K=0.23 at 75 degrees F.) with factory applied white reinforced kraft/foil vapor barrier jacket. Longitudinal jacket laps and butt joints shall be self-sealing using 3" wide lap strips. Insulation shall be one of the following:
  1. Johns-Manville "Flame Safe AP-T 500 degrees F."
  2. Owens/Corning "Fiberglass 25 ASJ/SSL".
  3. Certainteed "Fiberglass 500 Degree Snap-On".

### INTERIOR PROCESS PIPING

Insulation shall be 1" thick, minimum.

**B. Finishing Materials:**

1. Acceptable manufacturers, insulating cement:
  - a. Johns-Mansville No. 375.
  - b. 48 Insulations "Quik-Set".
  - c. Rockwood Mfg. Co. "Delta-Maid One Shot".
2. Acceptable manufacturers, breather mastic:
  - a. Benjamin Foster "Sealfas 30-36".
  - b. Insul-Coustic "Permsure IC-102".
  - c. Vimasco No. 713.
  - d. Childers "Chil-Seal CP-50".
  - e. Epolux "Cadalog 336".
3. Acceptable manufacturers, PVC premolded covers:
  - a. Johns-Manville "Zeston".
  - b. Ceel-Co.

- C. Heat tracing system shall be as specified in Division 15, Thermal Insulation, suitable for use on CPVC or stainless steel pipe, as applicable, and for a temperature range of 40 degrees to 102 degrees. Components of the heat tracing system shall be coordinated as to type, wattage and quantity of cables, type and thickness of insulation, type and diameter of pipe per manufacturer's recommendation.

## **PART 3 - EXECUTION**

### **3.01 INSTALLATION OF PIPING**

- A. Materials shall be new and of the best grade and quality; workmanship shall be first class in every respect.
- B. Each piece of iron pipe and each fitting shall be plainly marked at the foundry with class number and weight.
- C. Where indicated on the Drawings, plain-end pipe shall be joined by means of flanged adapters or flexible couplings which shall be Rockwell, Dresser, or equal.
- D. All pipe couplings shall be designed to safely withstand the operating pressure of the lines in which they are installed. All couplings shall be shop primed with an approved rust inhibitive primer.
- E. Taps and connections to piping shall be made as required to connect equipment, sample lines, etc., and where otherwise shown on the Drawings.



- F. Piping shall be installed straight and true, parallel or perpendicular to walls, with approved offsets around obstructions. Standard pipe fittings shall be used for changing direction of piping. No mitered joints or field fabricated pipe bends are permitted unless accepted by the Engineer.
- G. All piping, fittings, valves and other accessories shall be thoroughly cleaned of dirt, chips and foreign matter before joint connections are made.
- H. All plastic pipe shall be adequately supported and braced. Support spacing shall not exceed the recommendations of the Plastics Pipe Institute.
- I. Teflon tape shall be used on all plastic pipe threaded connections.
- J. Field cut male threads on plastic pipe shall be made with plastic pipe threading dies.
- K. The annular space of plain wall sleeves shall be packed tight with lead wool to within 3/4" of wall face and then patch grouted flush to wall face with non-staining nonshrink grout, Masterflow 713 by Master Builders, SonogROUT by Sonneborn-Contech, or equal.
- L. All pipe sleeves passing through walls or floors of chlorine feed and storage areas shall be provided with gas tight seals.
- M. All pipe threads shall conform to ANSI B2.1.
- N. Piping shall be erected to provide for expansion and contraction.
- O. Screwed or soldered unions shall be provided in all small piping as required to permit convenient removal of equipment, valves and piping accessories from the piping system.
- P. Dielectric insulating couplings or brass adapters shall be used whenever the adjoining materials being connected are of dissimilar material such as connections between copper tubing and steel pipe.
- Q. All inside piping shall be color coded, stenciled and label tagged for identification as specified in Section 09900.

### **3.02 INSTALLATION OF PIPELINE INSULATION**

- A. Piping:  
  
Butt all joints firmly together and secure all "self-seal" jacket laps with lap adhesive. Seal all butt joints with joint strips furnished with insulation. Taper all pipe insulation ends and cover with insulating cement.
- B. Fittings and valves:
  - 1. Hot lines 2" and smaller: Valves, unions, and flanges shall not be insulated.
  - 2. Hot and cold lines 2-1/2" and larger and cold lines 2" and smaller: Valves, unions, and flanges shall be insulated as follows, but insulation shall be removable to facilitate maintenance.
  - 3. Insulate with molded fiberglass fitting segments of pipe covering, or with firmly compressed fiberglass blanket. Secure in-place with 20 gauge galvanized steel wire and finish with a smooth coating of insulating cement. Pipe sizes under 4" may be insulated with hydraulic cement. All thicknesses shall be equal to that of adjoining pipe insulation.

4. Finish insulation with two (2) 1/16" thick coats of mastic, applied at not more than 15 sq. ft. per gallon and reinforced with white glass fabric embedded between the coats. (Use breather mastic on hot pipe lines and vapor barrier mastic on cold pipelines). Lap the glass fabric on itself and on adjoining pipe insulation.
5. Option: Factory premolded PVC fitting covers may be used. Premolded covers shall overlap the adjoining pipe insulation and jackets and shall be secured at all edges with vapor barrier adhesive on cold pipes. Secure ends of all covers with pressure sensitive vinyl tape which shall overlap both the jacket and the cover at least 1". On fittings where temperature exceeds 250 degrees F., two layers of insulation shall be applied with a few wrappings of twine on the first layer to eliminate any voids or hot spots.

### **3.03 HEAT TRACING SYSTEM INSTALLATION**

- A. Heat tracing system shall be coordinated and installed per manufacturer's recommendations.

END OF SECTION

**SECTION 11295****INTERIOR PROCESS VALVES****PART 1 - GENERAL****1.01 SCOPE OF WORK**

- A. Provide all labor, materials, equipment and services required to furnish and install all new valves as shown on the Drawings and/or specified herein.

**1.02 RELATED WORK SPECIFIED ELSEWHERE**

- A. Interior Process Piping: Section 11290

**1.03 SUBMITTALS**

- A. Descriptive literature, catalog cuts, and dimensional prints clearly indicating all dimensions and materials of construction, shall be submitted on all items specified herein to the Engineer for review before ordering. Comply with provisions of Section 01300.
- B. At the time of submission, the Contractor shall, in writing, call Engineer's attention to any deviations that the submittals may have from the requirements of the Engineer's Contract Drawings and Specifications.

**PART 2 - PRODUCTS****2.01 PLUG VALVES**

- A. All plug valves shall be eccentric plug valves unless otherwise specified.
- B. Valves shall be of the non-lubricated eccentric type with flanged ends faced and drilled per ANSI B16.1 125 lb.
- C. Valve bodies shall be flushing body type and made of ASTM A126 Class B cast iron. Valves shall be furnished with a 1/8" welded overlay seat of not less than 95% pure nickel. Seat area shall be raised, with raised surface completely covered with weld to insure that the plug face contacts only nickel. Screwed-in seats shall not be acceptable.
- D. Plugs shall be made of ductile iron and have a cylindrical seating surface eccentrically offset from the center of the plug shaft. The interference between the plug face and body seat, with the plug in the closed position, shall be externally adjustable in the field with the valve in the line under pressure. Plug shall be resilient faced with neoprene or hycar, suitable for use with settled sludge.
- E. Valves shall have replaceable sleeve type bearings and grit seals at the upper and lower journals.
- F. Valve shaft seals shall be of the multiple V-ring type and shall be externally adjustable and repackable without removing the bonnet or actuator from the valve under pressure. Valves utilizing O-ring seals or non-adjustable packing shall not be acceptable.
- G. Valve pressure ratings shall be 175 psi through 12" and 150 psi for 14" through 72". Each valve shall be given a hydrostatic and seat test with test results being certified when required by the specifications.

- H. Manually operated valves 4-inch and larger shall have a worm gear actuator, stainless steel input shaft and handwheel operator. Manually operated valves 3-inch and smaller shall have a lever operator. All gearing shall be enclosed in a semi-steel housing and be suitable for running in a lubricant with seals provided on all shafts to prevent entry of dirt and water into the actuator. The actuator shaft shall be stainless steel and the quadrant shall be supported on permanently lubricated bronze bearings. Actuators shall clearly indicate valve position and an adjustable stop shall be provided to set closing torque and to provide seat adjustment to compensate for change in pressure differential or flow direction change. All exposed nuts, bolts and washers shall be stainless steel.
- I. Any cylinder actuators shall be equipped with 2-inch square operating nuts to allow manual valve operation in case of supply failure. Electric motor actuated valves shall comply with specification Section 13400.
- J. Valves shall provide drip tight shutoff up to the full pressure rating. Valves shall be provided with adjustable limit stops and rotate 90 degrees from fully opened to fully closed.
- K. Valves located 6 feet or more above the floor shall be furnished with chain wheel operators.
- L. Valves shall have rectangular port openings for throttling service, and shall open to 100% of the corresponding pipe diameter.
- M. Plug valves shall be as manufactured by DeZurik, VAG USA., M&H or approved equal,

## **2.02 GATE VALVES**

- A. Gate valves 4" and larger shall conform with AWWA C-509 standard, and shall be of the resilient seat type, iron body, fully bronze mounted, non-rising stem and have a design working pressure of 200 psi. Valves shall be of standard manufacturer and of the highest quality both as to materials and workmanship.
- B. Valves ends shall be flanged and shall conform to ANSI B16.1 class 125 and be handwheel operated, unless otherwise shown on the Drawings or specified hereinafter.
- C. An epoxy coating conforming to AWWA C-550 shall be applied to the interior and exterior ferrous surfaces of the valve except for finished or seating surfaces.
- D. All gate valves shall have the name or monogram of the manufacturer, the year the valve casting was made, the size of the valve, and the working water pressure cast on the body of the valve.
- E. Gate valves shall be as manufactured by Mueller Co., M&H, Clow, American Valve & Hydrant, Kennedy, or equal.

## **2.03 CHECK VALVE**

- A. The valve shall have a heavy duty body shall be constructed of high-strength cast iron conforming to ASTM A126 Class B with integral flanges, faced and drill per ANSI B16.1 Class 125 and be suitable for horizontal or vertical installation. Exterior coating system shall include a fusion bond epoxy equal to Tnemec 141.
- B. The valve shall have a fabric-reinforced elastomer check sleeve that provides through-flow at minimum pressure drop across the valve at all times. The valve shall be provided with a clean-out port and two flush ports.

- C. The valve shall be included WITH saddle support for a maximum backpressure of 40 psi.
- D. Manufacturer: The valve shall be Tideflex Technologies Series 39 InLine Check Valve , or approved equal.

## 2.04 BUTTERFLY VALVES

- A. All butterfly valves shall be manufactured in strict accordance with the latest revision of AWWA C504, class 150B and conform to NSF Standard 61. Butterfly valves shall be of the tight closing, rubber (or synthetic rubber) seat type. Valves shall be bubble tight at the rated pressure in either direction and shall be satisfactory for applications involving throttling service and/or frequent operation and for applications involving valve operation after long periods of inactivity. All valves under this specification, unless indicated otherwise on the Drawings, shall be rated for 150 psi.
- B. The valve disc shall rotate 90° from the full open position to the shut tight position. The valve disc shall be constructed of cast iron ASTM A-126, class B or ASTM A48, class 40. The cast iron disc shall have a continuous (non-segmented) type 316 stainless steel edge. The valve disc shall be connected to the shaft by type 316 stainless steel pins or torque screws.
- C. Valve bodies shall be constructed of cast iron ASTM A-126, class B, and shall have flanged ends in accordance with ANSI B16.1 class 125. Valve bodies shall have rubber seats, be of one-piece construction, and be simultaneously molded and bonded to the valve body. The method used for bonding shall be tested in accordance with ASTM D429 method A or B. No metal-to-metal seating surfaces will be permitted. Valves shall meet the full structural requirements of AWWA C 504. The valve manufacturer shall recommend the type of rubber seat to be used and shall be suitable for its intended service.
- D. The shafts shall be turned, ground and polished. Valve shafts shall be a one piece unit extending completely through the valve disc and body. Valve stems shall be constructed of type 304 stainless steel with their diameters per AWWA C504, Class 150B.
- E. The shaft seals shall be provided to prevent leakage into the bearing chest areas. Shaft seals shall be made of a rubber suitable for the intended service and shall be a packing gland utilizing a self-compensating "V" type packing.
- F. Valves shall have upper and lower (each side of disc) shaft bearings. Shaft bearings shall be of a self-lubricating, non-metallic construction. The valve manufacturer shall recommend the type of bearing to be used and shall be suitable for its intended service.
- G. All surfaces of the valve shall be clean, dry and free from grease before painting. The valve surfaces except for disc, seating and finished portions shall be evenly coated at the factory with a suitable rust inhibitive primer. Hydrostatic and leakage tests shall be conducted in strict accordance with AWWA C 504.
- H. Butterfly valves shall be Series 820 as manufactured by Homestead Water Products a division of Olson Technologies, Inc OR EQUAL.

## I. Butterfly Valve Operators

Valves shall be positioned to provide for the most convenient possible installation position for the valve actuator.

### 1. Manual Valve Operators

Manually operated valves shall be operated using a cast iron housed handwheel or chain wheel, as required, available in standard weatherproof construction. All units shall have adjustable open and close position stops, with provisions to prevent accidental adjustment changes. The operating shaft shall be supported, axially and radially, at the input end by permanently lubricated bronze thrust and sleeve bearings. All units shall be provided with a pointer assembly for valve position indication.

Manual valves located six (6) feet or more above finished floor level shall be furnished with chain wheel operators. Chains shall extend to within four (4) feet off the floor. All NRS floor stands and geared operators shall be indicating type.

### 2. Electric Motor Valve Operators

a. General: Electric motor operators shall be designed to move the valve from fully open to fully closed with operating speeds such that no undue surge or water hammer occurs when electrical power is applied, and hold the valve disc in any intermediate position between fully open to fully closed without creeping or fluttering. Valve, gear, reducer, electric motor operator and accessories shall be furnished complete, ready for installation.

b. Actuator and Gearing: The actuator shall be of worm and gear, single reduction design with provision for input spur or bevel gear assemblies to meet a given rim pull or input torque requirement. The input shaft of the manual shall be an extension of the worm shaft, which is a hardened alloy steel. The mating worm gear shall be alloy bronze, accurately cut by hobbing machines. All gearing shall be greased lubricated. Ball or roller bearings shall be used to provide smooth rotation of the worm shaft.

1) All units shall be provided with a pointer assembly for valve position indication.

2) All units shall be readily field adaptable to motor operation without disassembly of the manual actuator.

3) The actuator shall comply with AWWA C-504 specifications.

c. Mechanical Stops: The actuator shall house an adjustable mechanical stop device to prevent travel beyond the valve requirement. The stop shall allow valve travel of 90° with a minimum adjust ability of +5°. All stops shall be of steel material.

d. Output Drive: The actuator shall have a removable splined adapter which shall be machined to accept the valve shaft. This adapter material shall be of carbon steel.

e. Electric Actuator: The electric valve actuator shall include the motor, operator unit gearing, limit switch gearing, limit switches, torque switches, stem nut, declutch lever, and auxiliary handwheel, as a self-contained unit. The actuator shall meet AWWA-C-504-87 specifications.

- f. Enclosure: The valve actuator motor and all electrical enclosures shall be NEMA 4X, weatherproof, with a 120 volt heater, powered from an internal control power transformer. Unit shall be furnished with a reversing contactor suitable for mounting at any angle. Local control to be provided by a three position selector switch, OPEN-OFF-CLOSE, and a padlockable REMOTE-OFF-LOCAL selector switch. A unit mounted disconnect switch shall be provided which disconnects all ungrounded legs of the power connection.
- g. Motor: The motor shall be specifically designed to operate on 115 volt single phase for valve actuator service and shall be of high starting torque, totally enclosed, nonventilated construction. Motor leads shall be brought into the control compartment or limit switch compartment without external piping or conduit boxes. Motor insulation shall be a minimum NEMA Class B with winding thermostat and a 15 minute rating without exceeding temperature rise.
- 1) The motor shall be of sufficient size to open or close the valve against the maximum expected differential pressure within 60 seconds when voltage of the motor terminals is 10 percent above or below nominal voltage. The motor duty rating shall be 15 minutes without exceeding its temperature rating. The motor shall be prelubricated and all bearings shall be of the anti-friction type.
- h. Electric Actuator Gearing: The actuator shall be a double reduction unit with the capability of changing the output speed with a relatively fast, simple gear change. The power gearing shall consist of spur or helical gears and worm gearing. The spur or helical gearing and work shall be of hardened alloy steel and the worm gear shall be alloy bronze. All gearing shall be accurately cut with hobbing machines. All power gearing shall be grease lubricated. Ball or roller bearings shall be used throughout.
- i. Position Limit Switch: Position limit switches and associated gearing shall be an integral part of the valve actuator. Limit switch gearing shall be of the intermittent type, made of bronze or stainless steel, grease-lubricated, and enclosed in its own gear case to prevent dirt and foreign matter from entering the gear train. Switches shall be adjustable, allowing for trip points from fully open to fully closed positions of valve travel. They shall not be subject to breakage or slippage due to over travel.
- 1) Limit switches shall be of the heavy duty, open contact type with a rotary wiping action.
  - 2) Each valve actuator shall have a minimum of eight heavy duty contacts with two or four rotor-type switch assemblies. Limit switches shall shut-off the actuator once a desired valve disc location is reached in position seat application.
  - 3) The gear limit switch and torque switch shall carry a standard pilot duty rating as tabulated below:

<b>Voltage</b>	<b>Normal Current</b>	<b>In Rush Current</b>
460 A.C.	1.75 Amps	7.5 Amps

- j. Torque Switch: Each valve actuator shall be equipped with a double torque switch which is responsive to loads encountered in both the opening and closing direction. Each side of the switch shall have a graduated dial and

shall be adjustable. A calibration tag shall be mounted near each switch correlating the dial setting with the unit output torque. The torque switch shall operate during the complete valve cycle without the use of auxiliary relays, linkages, latches, or other devices. The torque switch shall be designed to shut off the actuator motor in the event that abnormally high torque is realized in either direction of travel. The torque switch is utilized as a protective device in valve applications requiring position seating.

- k. **Manual Operation:** A handwheel shall be provided for manual operation. The handwheel shall not rotate during motor operation. A fused motor shall not prevent manual operation. When in manual operating position, the unit will remain in this position. The actuator will remain in motor position when the motor is energized. The actuator will remain in motor position until handwheel operation is accomplished by a positive declutching lever which disengages the motor and related gearing mechanically but not electrically. It shall not be possible for the unit to be simultaneously in manual and motor operation.
- l. **Electrical Requirements:** The actuator shall be powered by a clearly defined 120 volt, 1-phase power, and all controls shall function on a stated control source and voltage. Electrical controls to be supplied by the actuator manufacturer as indicated in the specifications.
- m. **Manufacturer:** Electric motor operators shall be as manufactured by Rotork Controls, Limitorque, Or Equal.

## **2.05 VALVE OPERATORS**

- A. Valve operators shall be as shown on the plans and specified herein Valves shall be positioned to provide for the most convenient position of the actuator possible and oriented to allow easy visual confirmation of valve position.
- B. Valves located six (6) feet or more from floor level shall be furnished with chain wheel operators or chainlevel operators. Chains shall extend to within four (4) feet off the floor. All NRS floor stands and geared operators shall be indicating type.

## **PART 3 - EXECUTION**

### **3.01 INSTALLATION**

- A. All valves shall be installed in accordance with the manufacturer's recommendations.

### **3.02 MANUFACTURER'S FIELD SERVICE**

- A. Manufacturer's authorized representative shall be present at the jobsite for assistance during equipment start-up and to train owner's personnel in the operation, maintenance and troubleshooting of the equipment provided.

### **3.03 GUARANTY**

- A. The Contractor shall guarantee and warrant that the equipment furnished and installed is free from defects of design, material and workmanship, and will operate satisfactorily. In the event the equipment fails to perform as specified, and after the Owner has given due notice, the Contractor or Supplier, at their own expense, shall promptly repair or replace the defective equipment without any additional cost to the Owner.



- B. After successful completion of tests and trials under operating conditions on all equipment, the Contractor shall guarantee all equipment and materials from undue wear and tear from mechanical and electrical defects, and from any failure whatever except those resulting from proven carelessness or deliberate actions of the Owner, for a minimum of one (1) year from Substantial completion as detailed in section 01120 "General Provisions". This one (1) year minimum shall not replace a standard Manufacturer's guarantee if it exceeds one (1) year.

END OF SECTION

**SECTION 11305****GRIT REMOVAL SYSTEM****PART 1 - GENERAL****1.01 SCOPE OF WORK****1.02 RELATED WORK SPECIFIED ELSEWHERE**

- A. Interior Process Piping: Section 11290
- B. Interior Process Valves: Section 11295
- C. Coatings: Section 09960
- D. Piping furnished with equipment is included in the specific equipment item.

**1.03 SUBMITTALS**

- A. The Contractor shall comply with the requirements of Section 01340 of these specifications.

**PART 2 - PRODUCTS****2.01 GRIT REMOVAL SYSTEM**

The contractor shall furnish and install one (1) Model 4.0 Pista® 270™ Grit Chamber with OPTIFLOW 270® baffle design OR EQUAL, in accordance with the drawings. Each Grit Chamber shall be complete with the following equipment: gear motor, gear head, propeller drive tube, axial flow propeller, PISTA® OR EQUAL Grit Removal Pump and grit dewatering equipment to make up a complete system manufactured by the same company, for single source responsibility, as specified herein. All wetted parts shall be constructed of 316 stainless steel.

The Grit Removal Unit shall be capable of removing grit from raw waste or process water and depositing the grit in a storage hopper. No moving parts subject to wear or stoppage shall be below the water surface. An integral grit transporting means shall be provided to transport the grit from the storage hopper to the disposal means. To minimize the possibility of clogging, all internal openings in the piping to the grit pumping device as well as the grit pumping device shall be large enough to pass a 4" sphere. No bends or elbows will be allowed in the piping on the suction side of the Top-Mounted PISTA® TURBO GRIT PUMP™ OR EQUAL. All drives, lubrication and bearings shall be readily accessible from walkways above the operating water level. To minimize the possibility of organic capture, the floor of the grit separation chamber shall be flat and there shall be no greater than a 3" opening for grit to pass through to the storage hopper. Sloping floors in the upper chamber will not be allowed due to reduced grit removal efficiency and extra construction costs. The PISTA® 270™ OR EQUAL Grit Chamber shall be manufactured by SMITH & LOVELESS®, INC., Lenexa, Kansas OR EQUAL.

The inlet coanda ramp shall be provided to enhance the coanda effect and direct the grit downward to the bottom of the separation chamber. In addition, an OPTIFLOW 270® OR EQUAL baffle system shall be provided to enhance the chamber flow patterns and retain grit in the chamber.

**2.02 CONDITIONS OF OPERATION**

The grit removal device shall be capable of removing the following at the specified hydraulic peak flow rate, and no decrease in efficiency will be allowed at flows less than this design rate.

- 95% of the grit greater than 100 Mesh (150 Microns) in size.

Grit Chamber shall operate on the vortex principle. The described Grit Chamber has been certified to meet the above performance in 10 previous installations of similar design and equipment. The above performance shall be proven in full scale field testing of over 5 installations utilizing certified grit removal efficiency test procedures as performed by qualified, Factory payroll personnel who have at least one (1) year experience performing the test.

To maximize grit removal efficiency, the grit chamber hydraulics shall incorporate a toroidal flow path enhanced by a slow vortex. Grit chambers incorporating the gravity principle will not be acceptable due to the turbulence in the flow, which prevents gravity settling from being effective and due to the extra area needed for settling fine grit. Aerated grit chambers, and those incorporating conventional settling criteria, are also specifically unacceptable.

To ensure the efficient transport of the grit and simultaneous lifting and discharge of the organic material, the bottom of the upper chamber covering the storage hopper shall be constructed of structural grade 316 stainless steel plate, free from rotation, and shall be flat.

The grit moving across the bottom of the chamber shall be hydraulically scoured as the propeller blades, moving within 6" of the grit, pass over the moving grit and cause hydraulic currents to lift up the organics. The grit scouring intensity shall be adjustable.

Propellers running with a center line greater than 8" from the bottom of the chamber will not be acceptable. The grit shall pass from the removal chamber through an opening in the transition plate and drop into a grit storage hopper.

The flow in the removal chamber shall travel between the inlet and the outlet a minimum 270° counterclockwise, providing maximum travel of the liquid for effective grit removal.

The Grit Chamber shall handle all flows equal to or less than a hydraulic peak flow of 4.0 MGD. The influent flume, transporting the liquid waste to the Grit Chamber, shall be of the size and shape shown on the contract drawings to assure that grit does not settle in the inlet flume and to provide for proper operation of the Grit Chamber. The effluent flume shall be a free-flowing flume for maintaining proper velocity within the chamber.

## **2.03 INLET CHANNEL BAFFLE**

The Grit Chamber shall be equipped with an OPTIFLOW 270® OR EQUAL LFB baffle in the inlet channel to the main chamber. The inlet channel baffle shall be designed to maintain the optimum inlet channel velocities over the following ranges:

Minimum Hourly Flow -	<u>0.30</u> MGD
Average Daily Flow -	<u>0.70</u> MGD
Peak Daily Flow -	<u>3.54</u> MGD
Peak Hourly Flow -	<u>5.0</u> MGD

The baffled partition shall provide three operating stages, for stepped flow capacity, to handle a wide range of flows, while maintaining optimum channel velocity for grit transport with minimum turbulence and provide the proper entry velocity into the main chamber to maintain the vortex.

The baffle shall be constructed of 316 stainless steel. The installing contractor shall attach the influent baffle to the concrete structure using 1/2" anchor bolts, as shown on the drawings. The inlet channel floor is to be at a constant elevation, as shown on the drawings.

## **2.04 EXIT BAFFLE**

The outlet from the main chamber shall be equipped with an OPTIFLOW 270® B OR EQUAL exit baffle to provide vertical flow separation within the chamber and reduce the weir effect at the outlet, preventing grit from escaping before it is drawn to the center for removal. The discharge channel floor is to be at a constant elevation, as shown on the drawings. The baffle shall be constructed of 316 stainless steel. The installing contractor shall attach the influent baffle to the concrete structure using 1/2" anchor bolts, as shown on the drawings.

## **2.05 MECHANICAL DRIVE**

The Grit Removal Unit shall have an axial flow propeller connected by a drive tube through gearing to a 3-phase, 60-cycle, 460-volt, totally enclosed helical gear motor. The minimum rated horsepower of the motor shall be 1.0 BHP.

The drive tube shall be driven by a large, totally enclosed combination spur gear and turntable bearing. The maximum output speed of the drive shall be 21 RPM. Pinions and gears shall be high quality steel, machined and hardened for high strength and long wear. Propeller blades shall be tapered, with generously rounded leading edge, to reduce energy consumption and prevent foreign material from fouling the propeller.

A pinion mounted on the output shaft of the helical gear motor shall drive a large spur tooth bull gear enclosed in a heavy cast-iron case. The spur gear pinion shall be cut from heat-treated steel. The bull gear shall rotate with a minimum 21" diameter turntable bearing for durability and stability. The pinion and bull gear shall have a service factor of 5.0 or greater at standard operating speeds.

All bearings of the drive unit, including the motor, shall have a minimum L-10 bearing life of 100,000 hours, except for the 21" diameter turntable bearing supporting the propeller assembly which shall have a minimum L-10 life of 20 years. An oil level sight glass shall be provided for checking the lubricant level, and a vent for the gear drive shall be furnished.

The bull gearbox shall be specifically designed for this service. It shall have an opening for the 10-3/4" diameter torque tube driving the propeller. The top of the gearbox shall have a bolted flanged connection for the grit discharge pipe and flanged connections for attaching the drive tube shall be provided to allow for either top or bottom mounting. Lifting loop holes shall be provided in the drive tube to facilitate installation. The drive motor shall have normal starting torque and low starting current. The motor shall not be overloaded beyond the nameplate rating under any normal conditions encountered.

Clarifier drives, which are modified to meet the higher propeller speed, specifically will not be acceptable.

## **2.06 PISTA® OR EQUAL GRIT FLUIDIZER™**

The Grit Collection System shall be equipped with PISTA® OR EQUAL GRIT Fluidizer™ vanes. The vanes shall be located within six inches (6") of the elevation of the pump suction inlet. The PISTA® OR EQUAL GRIT Fluidizer™ vanes shall be bolted to the propeller drive tube in a helical fashion so as to gently pump the grit upward and keep the grit fluidized at the inlet of the GRIT PUMP.

The vanes shall be fabricated of the same material as the drive tube and shall be bolted to the drive tube to facilitate easy removal.

The PISTA® OR EQUAL GRIT Fluidizer™ is a helical pump that provides two (2) functions. One, the vanes continuously pump the grit upward at the center of the Grit Collection Chamber. This gentle pumping action prevents the grit from packing down around the pump suction pipe. If grit is left in the chamber too long, or has a sticky or greasy consistency, it can pack together, and the pull of water created by the pump might not break it loose. The vanes keep the grit fluidized at the suction inlet so packing cannot occur.

Second, the upward pumping action of the vanes enhance the performance of the propeller in keeping organics in suspension. The heavier grit can fall downward through the gently circulating water, but the organics are more readily swept away by the currents induced by the propeller.

## **2.07 GRIT STORAGE HOPPER**

A grit storage hopper with a 60° sloped bottom shall be provided. To prevent squatty storage chambers the maximum diameter shall be 3'- 0". The minimum depth shall be 5'-7". This is to allow for adequate volume for grit pile expansion if backwashing is performed plus allow adequate storage to prevent excessive numbers of grit removal cycles and grit handling equipment wear. As an integral part of the equipment installation, the Manufacturer shall supply a perforated floor plate matching the material of construction of the propeller and drive tube parts, to cover the storage hopper. The plate shall be specially engineered with perforations to minimize the grit travel to the center of the unit. The perforated design patterns will install the two (2) sections to allow the pressure and vacuum zones to effectively capture the grit into the hopper. Attaching this plate as part of the rotating assembly will not be allowed. Chamber designs that omit the grit hopper cover plates will not be allowed due to excessive organic capture.

## **2.08 GRIT PUMP – TOP-MOUNTED**

The PISTA® OR EQUAL TURBO GRIT PUMP™ shall be a 4" vertical, close-coupled, vacuum primed type with curved 5-vane flow inducer completely out of the flow path between the pump inlet and discharge connection, so that the grit pumped is not required to pass through the impeller. All internal clearances shall provide for the passage of a 3" spherical solid to preclude clogging of the pump and suction line. The pump shall be designed to be in-line mounted directly to a flange on top of the straight 4" suction line. The suction line shall be vertical, passing up through the GRIT CHAMBER Drive to prevent accumulated grit from flowing into the suction pipe during idle periods and clogging the suction line. The pump shall be vertical, for easy removal of the motor and impeller, to facilitate maintenance of the suction line by providing a straight path to any potential blockage.

The pump shall be of Ni-Hard construction, with Ni-Hard impeller, and especially designed for the use of mechanical seals and vacuum priming. Self-priming type pumps are specifically not acceptable.

In order to minimize seal wear caused by lineal movement of the shaft, the shaft bearing nearest the pump impeller shall be locked in place so that end play is limited to the clearance within the bearing. To minimize seal wear resulting from shaft deflection caused by the radial thrust of the pump the shaft from the top of the impeller to the lower bearing supporting the impeller shall have a minimum diameter of 1-7/8" for a 4" pump. The dimension from the lower bearing to the top of the impeller hub shall not exceed 6".

The bottom bearing of the motor shall be locked in place and designed to handle all thrust loads and the necessary radial load. The upper bearing shall be free to move up and down and, thus, carry only radial load. This movement allows for thermal expansion of the shaft.

The shaft shall be solid stainless steel through the mechanical seal to eliminate corrosion and abrasive rust particles. Removable shaft sleeves will not be acceptable if the shaft under the sleeve does not meet the specified 1-7/8" minimum diameter for a 4" pump. Carbon steel shafts are not acceptable.

The impeller shall produce a turbine-like flow pattern within the casing, generating flow. To prevent grit from entering the seal area, all impellers less than full diameter shall have an untrimmed back shroud so that a minimum clearance from shroud to casing is maintained. Both the end of the shaft and the bore of the impeller shall be tapered to permit easy removal of the impeller from the shaft.

The pump shall be specifically designed for vacuum priming service and have been in this service for a period of at least ten (10) years. The pump shall have an adapter providing a large water reservoir

above the impeller to provide for positive exclusion of air from the impeller. The seal shall be inside this area to assure lubrication and grit shall be excluded from this area by a full size impeller shroud. Pumps, which do not use hollow priming adapters for positive lubrication of the seal, will not be acceptable.

The pump shall be arranged so that the complete rotating element can easily be removed from the casing without disconnecting the electrical wiring or disassembling the motor, impeller, backhead or seal.

The pump shall be sealed against leakage by a single mechanical seal, constructed so as to be automatically drained and automatically primed each time the pump is drained and primed. Water which lubricates the mechanical seal shall be automatically drained from around the seal if the pump loses prime in order to allow both the pump and the seal to be drained, thereby preventing freezing and breakage of the seal during power outages in sub-freezing temperatures.

The seal shall be of carbon and ceramic materials with the mating surface lapped to a flatness tolerance of one light band. The rotating ceramic shall be held in mating position with the stationary carbon by a stainless steel spring.

The GRIT PUMP shall be capable of delivering 250 GPM against a total dynamic head of 35'. The maximum allowable speed shall be 1760 RPM. The minimum rated horsepower of the GRIT PUMP motor shall be 10 BHP.

The pump motor shall be vertical, solid shaft, TEFC NEMA P-base, squirrel-cage induction-type, suitable for 3-phase, 60-cycle, 460-volt electric current. It shall have Class F insulation, but the motor shall have Class B temperature limits. The motor shall have normal starting torque and low starting current, as specified for NEMA Design B characteristics. It shall have a 1.15 service factor.

The motor-pump shaft shall be centered, in relation to the motor base, within 0.005". The shaft run-out shall be limited to 0.003".

A bearing cap shall be provided to hold the bottom motor bearing in a fixed position. Bearing housings shall be provided with fittings for lubrication as well as purging old lubricant.

The motor shall be fitted with heavy lifting eyes or lugs, each capable of supporting the entire weight of the pump and motor.

A complete replacement pump shaft seal assembly shall be furnished with each Turbo pump. The spare seal shall be packed in a suitable container and shall include complete installation instructions. A spare volute gasket shall also be provided.

#### MINIMUM pump REQUIREMENTS

Shaft through seal:	1-7/8" Diameter, Solid Stainless Steel;
Lower bearing to impeller distance:	6" Maximum
Shaft run-out:	0.003" Maximum
Shaft end play:	Limited to bearing shake
Shaft to motor base:	0.005" Maximum
Impeller to shaft fit:	Tapered
Impeller:	
Type:	Recessed 5-Vane PISTA® TURBO™ OR EQUAL
Material:	Ni-Hard - High nickel iron
Shroud:	Untrimmed - Full diameter
Seal housing:	Bronze
Fronthead to casing:	One piece
Backhead & motor adapter:	One piece
Upper bearing:	Axially free

Lower bearing:	Locked in place
Motor insulation:	Class F
Motor temperature rise:	Class B
Motor service factor:	1.15

Pumps will only be considered if all of the above requirements are met as a minimum. These requirements are specified for long service life and ease of operator maintenance. Deviations from the Grit Pump specifications will be cause for rejection.

## **2.09 VACUUM PRIMING SYSTEM**

The vacuum priming panel shall be located adjacent to the GRIT PUMP in a weatherproof enclosure mounted on the drive unit for the GRIT CHAMBER. The system shall be complete with vacuum pump, vacuum control solenoid valve and resonant frequency prime level sensor located on the pump, heater, and a float-operated check valve installed in the system ahead of the vacuum pump to prevent liquid from entering the vacuum pump. The float-operated check valve shall have a transparent body for visual inspection of the liquid level and shall be automatically drained when the vacuum pump shuts off. All hoses and tubing used in the priming system shall be at least 3/8" nominal diameter.

The vacuum control solenoid valve shall be mounted directly on the GRIT PUMP priming dome, to keep pump discharge pressure from the vacuum tubing and fittings and minimize the residual air pocket after priming.

The vacuum pump shall have corrosion resistant internal components. It shall be capable of priming the GRIT PUMP and grit removal piping in not greater than 60 seconds under rated static lift conditions.

Liquid level in the pump priming chamber shall be monitored by a SONIC START® OR EQUAL resonant frequency liquid level probe. The probe shall be equipped with a piezoelectric drive and sensitive circuits to detect frequency shifts when the probe is covered by liquid. The probe shall be completely sealed and have a 316L stainless steel housing for corrosion resistance. It shall be provided with a wiring connector molded of PolyPhenylSulfone, an amorphous high performance thermoplastic for impact and chemical resistance. The probe shall have a plug-in connector to facilitate easy removal.

The probe shall be provided with light emitting diodes. This diagnostic tool shall indicate connectivity, prime status or a fault condition. Systems utilizing an electrode, mechanical means such as a float, or that require any type of electrical or moving parts inside the priming chamber, which may accumulate debris, short out, bind or fail will not be acceptable.

The priming system shall automatically provide positive lubrication of the mechanical seal each time the GRIT PUMP is primed. To prevent excessive stoppage due to grit accumulation, no passageway in the priming system through which grit must pass shall be smaller than the equivalent of a 2-1/2" opening. Priming from high-pressure (gauge) connections will not be acceptable.

## **2.10 ELECTRICAL CONTROLS FOR AUTOMATIC GRIT REMOVAL**

The electrical control equipment shall be mounted in a NEMA Type 4 steel enclosure with removable access cover. Thermal magnetic air circuit breakers shall be provided for branch disconnect service and short-circuit protection of all motor control and auxiliary circuits.

Magnetic across-the-line starters with overload coils for each phase shall be provided for the GRIT PUMP Motor, GRIT SCREW CONVEYOR and drive motor for the propeller drive unit. Each single-phase auxiliary motor shall be equipped with an over-current protection device, in addition to the branch circuit breaker, or shall be impedance protected. All switches shall be labeled, and a coded wiring diagram shall be provided.

An On-Off selector switch shall be provided to operate the propeller drive motor starter.

GRIT REMOVAL SYSTEM

To control the operation of the GRIT PUMP, a manual Momentary-Off-Automatic selector switch shall be provided. In the automatic position, control shall be by a time clock with manual selector switch to override the timer and initiate the pumping and GRIT SCREW CONVEYOR cycle. A 24-hour, 96-position time clock shall be provided. The 24-hour timer contacts shall operate a 0-30-Minute Pump Timer, a 0-30-Minute priming timer, and an adjustable off-delay timer for the GRIT SCREW CONVEYOR. All timers shall be provided within the control cabinet enclosure.

#### **2.11 PNEUMATICALLY CONTROLLED DISCHARGE PINCH VALVE**

A pneumatically controlled discharge pinch valve shall be furnished for installation in the vertical discharge piping run, and the controls shall be located in the vacuum priming control panel. The controls shall include an oil-less air compressor and solenoid valve. The operation of the discharge pinch valve shall be tied into the cycle timer and the level sensor, so as to be fully automatic.

#### **2.12 PRIME FAILURE ALARM**

A "prime failure" alarm shall be initiated if pump does not prime before time set on the priming timer. Interlocks shall be provided to prevent the GRIT PUMP from operating if the pump is not primed.

All necessary capacitors, relays, diodes, etc., shall be provided as shown on the schematic diagram. In order to ensure continuity of operation, the Manufacturer of the Grit Chamber shall provide these controls, and the full-opening pneumatically controlled pinch valve for installation on the grit discharge line as shown on the drawings.

#### **2.13 CONTROL TRANSFORMER**

A properly sized insulating-type control transformer shall be provided by the controls Manufacturer to supply power for controls and auxiliary devices necessary to semi-automatic operation. The control transformer shall have 460-volt AC primary, 120-volt AC secondary, Class F insulation; with temperature rise not to exceed 115°C above a 40°C ambient.

#### **2.14 GRIT CONCENTRATOR™ – 250 GPM**

The second stage PISTA® OR EQUAL GRIT CONCENTRATOR™ shall be provided as shown on the drawings for secondary treatment of organics and secondary grit dewatering. The 250 GPM GRIT CONCENTRATOR shall operate on the constant rate vortex principle. Design shall be such that a small volume of water and grit will discharge at the bottom for final dewatering and ultimate disposal of the grit.

As a minimum, 93 to 94 percent of the water pumped to the 250 GPM GRIT CONCENTRATOR and 95 to 96 percent of the residual organic material shall flow out the top and be returned to the inlet channel of the GRIT CHAMBER. The unit shall be capable of intermittent operation with minimal variation in removal efficiency. There shall be less than 5% putrescible material in the recovered grit from the underflow.

The 2-piece 250 GPM GRIT CONCENTRATOR shall be constructed of a Ni-Hard top section, with a minimum thickness of 1/2" in high wear areas, and a bottom cone constructed of the same material, with a minimum thickness of 3/4", and which shall be readily replaceable. Inlet and outlet connections shall be as shown on the drawings. The 250 GPM GRIT CONCENTRATOR shall be provided by the Manufacturer of the GRIT CHAMBER, for installation by the contractor. The operating range shall be compatible with the total GRIT REMOVAL SYSTEM as described herein.

#### **2.15 GRIT SCREW CONVEYOR WITH PARALLEL PLATE SEPARATOR**



The GRIT SCREW CONVEYOR shall be constructed of 316 stainless steel with an inlet hopper to receive the mixture of water and grit. The hopper shall be equipped with an energy dissipation zone to prevent turbulence in the remaining portion of the hopper. The hopper shall have parallel plates located in the settling zone to improve retention of the fine grit. An overflow weir trough shall be provided to return the water to the system. The conveyor shall be freestanding with support legs to hold the conveyor at an angle of approximately 22°. The discharge shall be 8" diameter, plain-end pipe. The drive assembly shall be located at the discharge end.

The GRIT SCREW CONVEYOR shall have an open, 3/16" steel U-trough. The screw shall be 9" in diameter. The conveyor shall be 15' in length, with overall dimensions as shown on the drawing. The hopper shall have a 4" full-length outlet weir trough to minimize the overflow rate and carryover of the fine grit. The total surface area shall be a minimum of 22 square feet.

**OVERFLOW RATES:** The maximum surface overflow rate (SOR) shall be 0.004 FPS, and the maximum weir overflow rate shall be 12,000 GPD/FT of weir length, at steady/normal operating flow conditions.

The screw shall run on anti-friction bearings at the outlet end, and a bronze bushing at the inlet end.

The dewatering screw conveyor lower bearing shall be provided with automatic spring-loaded lubricator, which employs the movement of the bearings to pull grease from a refillable reservoir to the bearing surface. The reservoir and base shall be constructed of clear polycarbonate, to allow for visual inspection and monitoring of the grease supply. The lubricator shall have a thread size of 1/8" NPT, a grease storage capacity of 6 oz. and have a minimum size of 3" diameter x 6" tall. The operating temperature range shall be from -10°F to 250°F.

The inlet end shaft bushing shall be capable of being greased. The inlet end shall have two 2" drains. Clearance between the legs and the discharge outlet shall be as shown on the drawing.

The drive to the Model 15 dewatering screw shall be a parallel shaft, direct drive, 3 stage, high efficiency, single case, shaft-mounted helical gear reducer. The motor shall be 1 HP, 1800 RPM, TEFC 3-phase, 60-cycle, 460-volt with a 1.0 Service Factor. The screw speed shall be 10 RPM. The drive shall be mounted on a plate at the discharge end and the plate shall be bolted to the flanges on the trough.

Electrical over-torque sensing with shutdown shall be provided to prevent damage to the unit.

A solid steel cover shall be provided over the hopper and trough openings. The inlet opening over the hopper shall not be covered.

## **2.16 PROTECTION AGAINST CORROSION**

All structural steel and cast-iron surfaces shall be factory blasted with steel grit, in an environmentally controlled booth, to remove rust, mill scale, weld slag, etc. All weld spatter and surface roughness shall be removed by grinding. Surface preparation and cleanliness shall comply with SSPC-SP6 specifications. The surface profile shall be 2.0 mils. Sandblasting is specifically prohibited. After blast cleaning, all surface contaminants, such as grease or oil, shall be removed before coating.

Immediately following cleaning, a single 6 mil minimum dry film thickness coating of VERSAPOX® OR EQUAL, a self-priming Cycloaliphatic Amine Epoxy shall be factory applied to the cleaned components. After curing, a 2.5 mil minimum DFT top coating of semi-gloss XTRATHANE™ OR EQUAL, a moisture-cured Aliphatic Polyurethane protective finish, for abrasion resistance and weather protection, shall be applied to the exterior areas, except for the screw flights and shaft. These coatings shall be as formulated by SMITH & LOVELESS® OR EQUAL specifically for this type of application and service.

Stainless steel, aluminum and other corrosion-resistant surfaces shall not be coated. Carbon steel surfaces not otherwise protected shall be coated with a suitable non-hardening rust preventative compound. Auxiliary components shall be furnished with the original manufacturer's coating.

Finish coating shall be accomplished prior to shipment of the equipment from the factory and shall comply fully with the intent of these specifications. A touch-up kit shall be provided by the manufacturer for repair of any marks or scratches occurring during shipping and installation. This kit shall contain detailed instructions for use.

## **2.17 316 STAINLESS STEEL STRUCTURAL ITEMS**

All structural stainless-steel surfaces shall be dry abrasive blast cleaned to remove rust, mill scale, weld slag, etc. Cleanliness shall be to SSPC-SP16. The nominal surface profile shall be 0.75 mils. All blasted surfaces, including welds and cut edges, shall be coated completely with an environmentally friendly passivation solution and then thoroughly rinsed to provide a uniform finish, and to add a transparent oxide film to protect the surface from future contamination.

## **2.18 MANUFACTURING QUALITY**

The specified Manufacturer markets, designs, fabricates and manufactures the grit chamber equipment at its own U. S. facility. The Manufacturer shall have on staff registered engineers, both in process and design. This would be for providing current capabilities in these areas as well as future capabilities after the equipment is installed and operating, for the best long term interest of the Owner.

# **PART 3 - EXECUTION**

## **3.01 INSTALLATION AND OPERATING INSTRUCTIONS**

Installation and operation shall be in accordance with instructions provided by the Manufacturer.

## **3.02 MANUFACTURER'S INSURANCE**

ALL EQUIPMENT MANUFACTURERS, either direct or subcontractors to the general or mechanical contractors, SHALL HAVE in effect at TIME OF BID, CONTRACT AWARD, CONTRACT PERFORMANCE, and WARRANTY TERM, PRODUCT AND COMPREHENSIVE LIABILITY INSURANCE, INCLUDING SUDDEN AND ACCIDENTAL POLLUTION COVERAGE, in the amount of FIVE MILLION DOLLARS (\$5,000,000) through an insurance company with a minimum rating of A+ (SUPERIOR) XV according to the BEST'S INSURANCE REPORTS. All policies must be written on an OCCURRENCE BASIS. Policies written on a CLAIMS MADE BASIS are not acceptable. The CERTIFICATE OF INSURANCE attesting to the specified coverage issued by the responsible carrier naming the ENGINEER OF RECORD and the OWNER as ADDITIONAL INSURED, must be presented to the named additional insured prior to contract award. A FAILURE TO COMPLY with this requirement BY THE BIDDER will require DISQUALIFICATION of the BID and CONTRACT AWARD.

## **3.04 STARTUP**

The Manufacturer shall provide the services of a Factory-trained representative for a maximum period of 3 days on-site to assist with the initial startup, and to instruct the Owner's operating personnel in the operation and maintenance of the equipment.

## **3.05 WARRANTY**

The Manufacturer of the equipment shall warrant for one (1) year from date of startup, not to exceed eighteen (18) months from date of shipment, that all equipment he provides will be free from defects in material and workmanship.

In the event a component fails to perform as specified, or is proven defective in service during the warranty period, the Manufacturer shall repair or replace, at his discretion, such defective part. The cost of labor and all other expenses resulting from replacement or replacement of parts is not included.

The repair or replacement of those items normally consumed in service such as seals, grease, light bulbs, etc., shall be considered as part of routine maintenance and upkeep.

It is not intended that the Manufacturer assume responsibility for contingent liabilities or consequential damages of any nature resulting from defects in design, material, workmanship or delays in delivery, replacement or otherwise.

### **3.06 MANUFACTURED EQUIPMENT**

The specifications and drawings detail SMITH & LOVELESS® OR EQUAL equipment and represent the minimum standard of quality for both equipment and materials of construction. The contractor shall prepare his bid on the basis of the particular equipment and materials OR EQUAL specified for the purpose of determining the low bid.

### **3.07 COMPLETE WORKING SYSTEM**

Any additional civil, structural, or electrical design or construction needed to produce a complete working grit removal system shall be included in the CONTRACTOR's price. Any additional design requiring a professional engineer shall be done at the CONTRACTOR's cost and submitted to the ENGINEER for review and approval. Any additional work requiring review by DOW will be designed by a professional engineer at the CONTRACTOR's expense, reviewed by ENGINEER, and submitted to DOW by the ENGINEER. Additional services done by the ENGINEER will be paid by the OWNER and the CONTRACTOR will reimburse the OWNER for costs incurred.

**SECTION 11410**  
**COARSE BUBBLE AERATION EQUIPMENT**

**PART 1 - GENERAL**

**1.01 SCOPE**

- A. Description of Work
  - 1. Provide all labor, material and equipment to furnish and install the coarse bubble aeration system as shown on the contract drawings and as specified herein.
- B. Work and Components Included
  - 1. The Equipment Manufacturer shall furnish the items listed below:
    - a. Drop Pipe(s)
    - b. Manifold(s)
    - c. Distribution Header(s)
    - d. Coarse Bubble Diffusers
    - e. Supports
  - 2. Like items of equipment specified herein shall be the end products of one manufacturer in order to achieve standardization for operation, maintenance, spare parts and manufacturer's service.
- C. Related Work Not Included
  - 1. The following items are specified under other sections of these specifications:
    - a. Plant Piping, Valves, and Appurtenances – Section 11290 and 11295

**1.02 QUALIFICATIONS**

- A. Manufacturer
  - 1. It is the intention of this specification to cover minimum acceptable quality for a complete aeration system installation with the exception of the motor controls, electrical work and piping requirements.
  - 2. Part numbers or trade names are used in this specification only to

facilitate the general configuration and description of the equipment desired and in no way implies that equal equipment of other manufacturers cannot be used. Products of other manufacturers will be considered in accordance with the Alternate Equipment section of this specification.

B. Manufacturer's Experience

1. The equipment Manufacturer shall have not less than Five (5) successful years experience in the design, construction and operation of coarse bubble diffused aeration equipment.
2. The Engineer may require evidence, in the form of operating records, from these plants to substantiate any claims concerning the ability of the equipment to perform as required.

1.03 SUBMITTALS

A. Shop Drawings

1. Shop drawings shall be submitted to the Engineer for approval. Shop drawings shall include dimensional layouts, materials, details of appurtenances, anchoring, installation, and operation instructions. Fabrication and installation shall be in accordance with such approved drawings.
2. One (1) electronic copy of the manufacturer's operation, installation and maintenance manual shall be submitted for approval prior to shipment of the equipment.

1.04 GUARANTEE AND WARRANTY

- A. The equipment shall be guaranteed to meet or exceed the design criteria detailed in Part 2 of this specification.
- B. Manufacturer shall warrant that the complete system shall be free from defective material and workmanship for a period of one (1) year after final acceptance of the equipment or eighteen (18) months after shipment, whichever occurs first.

## PART 2 - PRODUCTS

### 2.01 GENERAL

- A. The design and layout shown on the drawings are based on the manufacturer shown in Section 2.02. If equipment other than that of the manufacturer shown is submitted to the Engineer for consideration as an equal, it shall be the responsibility of the Bidder wishing to make the substitution to submit with the request a revised drawing of the mechanical equipment and basin layouts acceptable to the Engineer. This revised drawing shall show the proposed location of the substitute unit, and area required for withdrawal space of replacement or serviceable components. This drawing shall also show clearances of adjacent equipment and service area required by that equipment.
- B. Changes in architectural, structural, electrical, mechanical and plumbing requirements for the substitution shall be the responsibility of the Bidder wishing to make the substitution. This shall include the cost of redesign by affected designers. Any additional cost incurred by affected subcontractors shall be the responsibility of the Bidder and not the Owner.

### 2.02 MANUFACTURERS

- A. Evoqua Water Technologies of Waukesha, WI.
- B. OR EQUAL

### 2.03 EQUIPMENT

- A. Drop Pipe
  - 1. A 316 L stainless steel drop pipe shall be provided for each aeration grid. The drop pipe shall start at the top of the basin with a flanged connection as shown on the contract drawings. Drop pipe shall have a minimum wall thickness of .109" and shall conform to ASTM A-774 & A-778.
- B. Manifold
  - 1. A 316 L stainless steel manifold shall be provided perpendicular to the distribution headers and as shown on the contract drawings. Manifold shall have a minimum wall thickness of 0.109" and shall conform to ASTM A-774 & A-778.
- C. Distribution Headers
  - 1. 316 L stainless steel distribution headers shall be provided

perpendicular to the manifold and as shown on the contract drawings. Distribution headers shall have a minimum wall thickness of .109" and shall conform to ASTM A-774 & A-778. The diffuser connections shall be stainless steel cast tees, factory welded to the underside of the header piping. The tee shall have a 2" mouth and be able to withstand a 1000 in-lb vertical moment and a 500 in-lb horizontal moment without any permanent deformation. Tee's with less than a 2" mouth shall require stiffening gussets. Both sides of the tee shall have ¾" female pipe threads for attachment of the diffusers.

2. Piping configuration shall be as shown on the contract drawings.

D. WideBand™ OR EQUAL Diffusers

1. Design

- a. Each diffuser shall consist of a balancing nozzle, an inverted air reservoir, air exit ports, and a deflector. The balancing nozzle shall be fitted with a replaceable orifice designed to provide uniform air flow throughout the tank. The air exit ports shall be located on horizontal planes on two levels to discharge air into the liquid. The deflector shall be located below the open bottom of the inverted air reservoir. The deflector shall direct the liquid being aerated along the inverted air reservoir's outer walls. Diffusers shall be designed to shear air into small bubbles as it is discharged. Each diffuser shall be provided with a 3/4 inch male pipe thread for connection to the diffuser mounting tees. Plugs shall be used to cap unused connectors.

2. Materials

- a. Diffusers shall be fabricated from type 316L stainless steel.

3. Operation

- a. The diffuser shall be designed to release air in a steady stream of bubbles. The diffuser shall be designed to operate at a design air flow rate of 15 scfm, with maximum allowable flow rate of 40 scfm.

E. Supports

1. Manifold & Drop Pipe Supports

- a. Manifold and drop pipe supports to be fabricated from 316

stainless steel. Each support shall have a support cradle with a minimum 2" wide bearing surface and shall be secured to the concrete bottom with two (2) 316 stainless steel threaded rods with a minimum diameter of ½". Each rod will be anchored to the concrete by a vinylester resin adhesive designed for long term wet base conditions. Maximum spacing between supports shall be 12'-0" center to center.

2. Distribution Header Supports

- a. Distribution header supports (**flat bottom tank only**) to be fabricated from 316 stainless steel. Each support shall have a support cradle with a minimum 2" wide bearing surface and shall be attached to one (1) 316 stainless steel threaded rod with a minimum diameter of 3/8". Rod will be attached to the concrete floor with one (1) stainless steel drop in wedge anchor. Maximum spacing between supports shall be 12'-0" center to center.
- b. Distribution header supports (**sloped bottom tank**) to be fabricated from 316 stainless steel. Each support shall have a support cradle with a minimum 2" wide bearing surface and shall be secured to the concrete bottom with two (2) 304 stainless steel threaded rods with a minimum diameter of ½". Each rod will be anchored to the concrete by a vinylester resin adhesive designed for long term wet base conditions. Maximum spacing between supports shall be 12'-0" center to center.

F. Design

1. The system shall be designed for contraction/expansion over a temperature range of 140 °F without deforming any component. Fixed supports will anchor the header against movement and intermediate supports will allow for longitudinal movement. One fixed support shall be provided for each straight pipe run.
2. Fixed or expansion joints shall be provided as required.
3. Flanged joints shall Van Stone with through bolts. The flanged joints shall transmit the longitudinal forces caused by expansion and contraction of the air distribution header. All flanged joints shall have 45 to 55 Durometer, Shore A, neoprene gaskets.



## PART 2 - EXECUTION

### 2.01 INSTALLATION

- A. Prior to connecting the diffuser to the headers, the Contractor shall carefully clean all piping, headers, and accessories through which air is delivered, so that all dust, dirt, oil, grease, or other foreign material will be effectively removed from contact with the air being blown through the diffusers. This cleaning shall be done with clean water at velocity of 2 to 3 feet per second. All diffusers shall be leveled to within 3/8 inch of a common horizontal plane.

### 2.02 FIELD TESTING

- A. After the piping, headers, and diffusers for any tank have been installed, clear water shall be introduced into the tank until the diffusers have been covered about 2 inches. Compressed air shall then be released through the piping and any leaks through joints, piping, and the like shall be repaired. This test shall be repeated until the entire system is tight, to the satisfaction of the Engineer. Testing will be done by the Contractor under the direction of the Engineer.
- B. By visual inspection, air release shall be shown to be uniform for each diffuser and header section.
- C. The Contractor shall make all modifications and repairs until the system passes all tests at no cost to the Owner.

### 2.03 FIELD SERVICE

- A. The manufacturer shall furnish the services of a competent representative experienced in the operation of the equipment to inspect the installation of his equipment and instruct the plant operating personnel in the proper operation and maintenance of the diffused air equipment. A total of (2) eight-hour days in (2) trips shall be provided. Contractor to coordinate field service with equipment manufacturer and engineer and shall provide at least two (2) weeks notice for scheduling purposes.