

CONTRACT DOCUMENTS and SPECIFICATIONS

Phase 24 Wastewater System Improvements

CONTRACT 2 – System Improvements

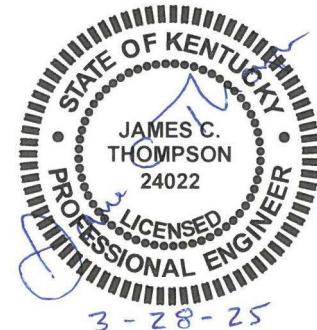
FOR THE

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

BIDDING

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Columbia-Adair Utility District
February 2025

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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 109 Grant Lane 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**. 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,

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

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ARTICLE 1 – DEFINED TERMS

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

- A. A mandatory pre-bid conference is scheduled for this project on **September 23, 2025 at 10:00 am CST** at the at the Columbia-Adair Utility District's office located at 221 Dohoney Trace, Columbia, KY 42728.

6.02

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

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

ARTICLE 8 – BID SECURITY

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

ARTICLE 9 – CONTRACT TIMES

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

ARTICLE 10 – LIQUIDATED DAMAGES

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

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

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

and equipment may be proposed by Contractor in accordance with Paragraphs 7.04 and 7.05 of the General conditions after the Effective Date of the contract.

- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.
- 11.03 If an award is made, Contractor shall be allowed to submit proposed substitutes and "or-equals" in accordance with the General Conditions.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

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

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
 - A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

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

ARTICLE 14 – BASIS OF BID

- 14.01 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 No. 2 – System Improvements

ARTICLE 1 - Bid Recipient

1.01 This Bid is submitted to:

Columbia-Adair Utilities District

221 Dohoney Trace

Columbia, KY 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 and including all AIS requirements.

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

Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

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

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

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

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

ARTICLE 5 – BASIS OF BID

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

BID SCHEDULE

ITEM NO.	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL BID AMOUNT
1	2,950	LF	8" PVC Gravity Sewer Main, PVC, SDR 35 Including All Appurtenances Complete-in-Place		
2	2,580	LF	8-inch SDR 17 HDPE Sewer Force Main w/ TRACER WIRE & MARKING TAPE Including All Appurtenances		
3	225	LF	16" API-5L Grade B Steel Casing -Bored and Jacked For 8" PVC Gravity Sewer Main Including All Appurtenances Complete-in-Place		
4	235	LF	16" API-5L Grade B Steel Casing -Bored and Jacked For 8" SDR 17 Force Main Including All Appurtenances Complete-in-Place		
5	4	EA	Connection to Exist. Manhole Including All Appurtenances Complete in place		
6	16	EA	Standard 4' I.D. Manhole, 0-6' Depth, With Standard Frame and Cover, Complete, Installed as Required,		
7	14	VF	Additional Vertical Foot for Standard 4' I.D. Manhole		
8	4	EA	Residential Service Line Connection to 8" Gravity Main Including All Appurtenances		

ITEM NO.	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL BID AMOUNT
9	38	EA	Reconnect Residential Service Laterals, Including all fittings and Appurtenances, Excavation Unclassified.		
10	50	LF	6" PVC SDR 35 Lateral, Including all fittings and Appurtenances, Excavation Unclassified.		
11	1	EA	Connection to Existing 6-inch Force Main Including All Appurtenances Complete in place		
12	1	EA	Cut & Plug Existing 6-inch Force Main Including All Appurtenances Complete in place		
13	1,600	LF	Clean ,Quick Pull & TV Gravity Sewer Main		
14	1,600	LF	Install 8" Dia Pipe Liner Including All Appurtenances Complete in place		
15	5	EA	Replace Existing Manhole Complete in place		
16	1	LS	Majestic PS Rehabilitation & Upgrades Including All Appurtenances Complete in place		
17	1	LS	Removal of Burksville Lift Station Including All Appurtenances Complete in place		
18	1	LS	Grider Apartments Converting Existing Grider PS to Manhole Including All Appurtenances Complete in place		
19	1	LS	DOW Building Hwy 55 Replace Existing Grinder Station Including All Appurtenances Complete in place		
20	1	LS	EL Maguey Building Hwy 55 Replace Existing Grinder Station Including All Appurtenances Complete in place		

ITEM NO.	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL BID AMOUNT
21	1	LS	United Citizens Bank Hwy 55 Replace Existing Grinder Station Including All Appurtenances Complete in place		
22	1	LS	Adair Family Medical Center Hwy 55 Replace Existing Grinder Station Including All Appurtenances Complete in place		
23	1	LS	Pyles Demolition Recycling Replace Existing Grinder Station Including All Appurtenances Complete in place		
24	1	PC	Traffic Control Complete in place		

AWARD OF CONTRACT NO. 2 will be based on the lowest responsible, responsive Bidder on the total of the BASE BID.

_____ (Cents) (\$) _____
Numbers

The above prices shall include all labor, materials, overhead, profit, insurance and other costs necessary to cover the finished work of the several kinds called for. The price per foot for pipe installation includes all labor, materials, unclassified excavation, rock blasting and removal, clean-up, etc. for a finished product. Changes in the work shall be processed in accordance with Article 60 of the General Conditions.

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

ARTICLE 6 – EQUIPMENT

6.01 Bidder shall enter in the space provided below the name of the manufacturer or brand of equipment which it proposes to furnish for each item of equipment listed. In order for the bid to be considered responsible and responsive, the manufacturer listed must be either the one listed in the specifications or an approved equal or substitution issued by addendum. This information will only be used to determine the responsiveness of the bid and in no way discourages request for substitute or "or equal" during the shop drawing review process. In

the interest of open and free competition, at any time after the bid award, the contractor may request consideration of alternate manufacturers.

ARTICLE 7 – TIME OF COMPLETION

- 7.01 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.
- 7.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 8 – ATTACHMENTS TO THIS BID

- 8.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.:
 - G. Required Bidder Qualification Statement with supporting data; and
 - H. Manufacturer's Certification Letter (Attachment 15 SRF Supplemental General Conditions) on any approved "or equal" or substitute request to ensure compliance with AIS requirements and any subsequent statutes mandating domestic preference.

ARTICLE 9 – DEFINED TERMS

- 9.01 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 10 – BID SUBMITTAL

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

By:
[Signature]

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

Attest:
[Signature]

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address:

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

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

QUALIFICATIONS STATEMENT

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

1. SUBMITTED BY:

Official Name of Firm:

Address:

2. SUBMITTED TO:

3. SUBMITTED FOR:

Owner:

Columbia-Adair Utilities District

Project Name:

Phase 24 Wastewater System Improvements – Contract 2

TYPE OF WORK:

Contract 2 –consisting of approximately 3,000 LF of gravity sewer, replacement of 1 submersible lift stations, replacement of 6 Business Grinders along with all related appurtenances

CONTRACTOR'S CONTACT INFORMATION

Contact Person:

Title:

Phone:

Email:

4. AFFILIATED COMPANIES:

Name: _____

Address: _____

5. TYPE OF ORGANIZATION:

SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

- Treasurer: _____

- Secretary: _____

LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

6. LICENSING

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

7. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____) : _____

8. BONDING INFORMATION

Bonding Company: _____
Address: _____

Bonding Agent: _____
Address: _____

Contact Name: _____
Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____

9. FINANCIAL INFORMATION

Financial Institution: _____

Address: _____

Account Manager: _____

Phone: _____

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

10. CONSTRUCTION EXPERIENCE:

Current Experience:

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

Previous Experience:

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

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

YES NO

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

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

YES NO

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

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

YES NO

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

11. SAFETY PROGRAM:

Name of Contractor's Safety Officer: _____

Include the following as attachments:

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

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

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

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

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

YEAR _____	EMR _____

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

YEAR _____	TRFR _____

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

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

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

YEAR _____	DART _____

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

IV. Bid Bond Form

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto _____ as owner in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this _____ day of _____, 20____.

The Condition of the above obligation is such that whereas the Principal has submitted to _____ a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the _____

Now, THEREFORE,

- a. If said Bid shall be rejected, or in the alternate; or
- b. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid...

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety, and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Surety

SEAL

By: _____

NOTICE OF AWARD

Date of Issuance:

Owner:	Columbia-Adair Utilities District	Owner's Contract No.:	Contract No.2
Engineer:	Kentucky Engineering Group, PLLC	Engineer's Project No.:	24006
Project:	Phase 24 Wastewater System Improvements	Contract Name:	Phase 24 Wastewater System Improvements

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated **March 11, 2021** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Contract No. 2 – Phase 24 Wastewater System Improvements.

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

[4] 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 [4] 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:

Title:

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: Contract 2 –consisting of approximately 3,000 LF of gravity sewer, replacement of 1 submersible lift stations, replacement of 6 Business Grinders along with all related appurtenances as shown on the DRAWINGS and described in the SPECIFICATIONS

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.

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.

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

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 21 sheets with each sheet bearing the following general title: Phase 24 Wastewater System 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 **xxxxxxxxxx, xxxxxx, 2025** (which is the Effective Date of the Contract).

OWNER:

Columbia-Adair Utilities District

By:

Title:

Attest:

Title:

Address for giving notices:

221 Dohoney Trace

Columbia, KY 42728

CONTRACTOR:

By:

Title:

Attest:

Title:

Address for giving notices:

(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.)

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

License No.:

(where applicable)

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.:	2
Contractor:	Contractor's Project No.:		
Engineer:	Kentucky Engineering Group, PLLC	Engineer's Project No.:	24006
Project:	Phase 24 Wastewater System Improvements	Contract Name:	Phase 24 Wastewater System Improvements
	Effective Date of Contract:		

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____.

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 _____.

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

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

Certificate Holder

Must list: 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*)

By: _____
 Signature

 Surety's Name and Corporate Seal

(*seal*)

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

Contractor's Name and Corporate Seal

By: _____
Signature

Print Name

Title

Attest: _____
Signature

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.

SURETY

Surety's Name and Corporate Seal

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

Print Name

Title

Attest: _____
Signature

Title

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

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and

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:

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Columbia-Adair Utilities District	Owner's Contract No.:	2
Contractor:		Contractor's Project No.:	
Engineer:	Kentucky Engineering Group, PLLC	Engineer's Project No.:	24006
Project:	Phase 24 Wastewater System Improvements	Contract Name:	

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

All Work The following specified portions of the Work:

Date of Substantial Completion

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

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

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

Amendments to Owner's

responsibilities:

None

As follows:

Amendments to

Contractor's responsibilities:

None

As follows:

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

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

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

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



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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§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 WORK11.01 *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, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

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

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

13.02 *Allowances*

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

B. *Cash Allowances:* Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

- C. *Contingency Allowance:* Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

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

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

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

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

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.

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

14.04 Acceptance of Defective Work

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

14.05 Uncovering Work

- A. Engineer has the authority to require 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 thereto 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: Phase 24 Wastewater System Improvements

Project Number: 24006

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

Attachment No.

SRF Special Provisions	1
KRS Chapter 45A Kentucky Model Procurement Code	2
Equal Employment Opportunity (EEO) Documents:	
Notice of Requirement for Affirmative Action	3
Construction Contract Specifications	4
EEO Goals for Region 4 Economic Areas	5
Check List of EEO Documentation for Bidders	6
Employer Information Report EEO-1 (SF 100)	7
Labor Standards Provisions for Federally Assisted Construction	8
Certifications:	
Debarment, Suspension and Other Responsibility Matters	9
Anti-lobbying	10
Disadvantaged Business Enterprise (DBE) Program	11
Bonds and Insurance	12
Storm Water General Permit	13
Davis-Bacon Wage Rate Requirements	14
American Iron and Steel Requirement	15

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) 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 (1st 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 (1st 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 (1st Extra. Sess.) Ky. Acts ch. 4, sec. 28, effective May 30, 1997. -- Amended 1979 (1st 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 (1st 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 (1st 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, or 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 an 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.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

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.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

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 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 [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 and 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.

Signature

Print name and title

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:

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 DBE¹ subcontractor² 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

¹ 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.

² 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.



United States Environmental Protection Agency

OMB Control No:
Approved:
Approval Expires:

Disadvantaged Business Enterprise (DBE) Program

DBE Subcontractor Participation Form

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

Subcontractor 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 (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² 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	

¹ 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.

² 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).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor 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 (DBE) Program
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² 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	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

¹ 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.

² 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.



OMB Control No:
Approved:
Approval Expires:

**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.

PREVAILING WAGES

"General Decision Number: KY20250058 08/22/2025

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	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	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. |

If the contract was awarded on	Executive Order 13658
or between January 1, 2015 and	generally applies to the
January 29, 2022, and the	contract.

contract is not renewed or	. The contractor must pay all
extended on or after January	covered workers at least
30, 2022:	\$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.	

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

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

LABO0189-014 07/01/2025

Rates Fringes

LABORER

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

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

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

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)).

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.

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 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 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 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.

=====

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** 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:
 - 1. Approx. 3,000 LF of 8" Gravity Sewer
 - 2. Approx. 2,575 LF of 8" PVC Force Main
- E. The Contractor shall include all materials, labor and equipment necessary to complete all site work. The contract Documents are intended to provide the basis for completion of the work suitable for the intended use of the Owner. Anything not expressly set forth, but which is reasonably implied or necessary for proper performance of the Project shall be included.
- F. All work shall be in accordance with these Specifications and include all work necessary for a finished product.
- G. All excavation is bid unclassified.
- H. Continuous operations: The existing system must be maintained in continuous operation in such a manner that it meets all local, state, and federal requirements. The contractor is responsible not to deactivate, demolish, or interfere with any system component required for the continuous operation until a new or temporary permanent-like system has been installed and is operational. The Contractor is responsible for payment of all fines resulting from any action or inaction on his part or the part of his subcontractors during performance of the Work that causes the facility/facilities to operate in an illegal manner or fail to operate in a legal manner.

Use of Site: Limit use of site to public right-of-way. Do not disturb portions of project site beyond areas in which the Work is indicated.

- 1. Limits: Confine construction 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.

- END OF SECTION -

SECTION 01015**WORK SEQUENCE****PART 1 - GENERAL****1.01 WORK INCLUDED**

The Contractor shall submit to the Engineer for review and acceptance a complete schedule of his proposed sequence of construction operations prior to commencement of work. However, the Engineer shall not accept a construction schedule that fails to utilize the entire time allocated for the construction of the new water 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. The contractor shall use the following sequence of construction while working on the Phase 19 Sewer System Improvements Sewer Main Replacement and Rehabilitation for Columbia-Adair Utilities District.

1. Coordinate CCTV to locate all point repairs and complete prior to finishing all CCTV.
2. Complete CCTV and cleaning of all sewer lines to have liner pipe installed.
3. Provide Engineer a minimum of 10 days to review additional CCTV prior to manufacturing any tubing.
4. Install liner pipe in conjunction with all main replacement and pump station work.
5. Reinstate or replace service connections and lateral.
6. Complete all post CCTV work following completion of all service connection and lateral work.

1.02 RELATED WORK

- A. Section 01010 - Summary of Work.

1.03 ADDITIONAL INFORMATION

Any delays caused by the Contractor shall be at his expense and at no cost to the Owner or Engineer.

- END OF SECTION -

SECTION 01016
OCCUPANCY

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The Contractor shall be aware that after each major portion of the project is completed, the Contractor shall notify the Engineer that those specific operations are complete and prior to replacing that portion of the work into service shall request an interim inspection of the work to be returned to or placed into service.
- B. The interim inspection requested by the Contractor shall not preclude or supersede the final inspection of the project or reduce the Contractor's responsibility for the completed portion prior to final acceptance of the work by the Owner.
- C. The Contractor shall provide all necessary temporary controls and other items required for operation of all work placed into service prior to final acceptance as required. At such time as new controls, etc. are complete and functioning, the Contractor shall remove all temporary installed items.

- END OF SECTION -

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 WORK INCLUDED

The Contractor shall furnish all necessary labor, machinery, tools, apparatus, equipment, materials, equipment, service, other necessary supplies and perform all work, including all excavation, backfilling, & cleanup (without additional compensation, except where specifically set out in these specifications) at the unit or lump sum prices for the following items.

1.02 PROGRESS AND PAYMENTS SCHEDULES

- A. Within ten (10) days after the date of formal execution of the AGREEMENT, the Contractor shall prepare and submit to the Engineer, for approval, a construction schedule which depicts the Contractor's plan for completing the contract requirements and show work placement in dollars versus contract time. The Contractor's construction schedule must be approved by the Engineer before any payments will be made on this contract.
- B. Within ten (10) days after the date of formal execution of the CONTRACT AGREEMENT, the Contractor shall prepare and submit to the Engineer, for approval, a periodic estimate which depicts the Contractor's cost for completing the contract requirements and show by major unit of the project work, the Contractor's dollar value for the material and the labor (two separate amounts) to be used as a basis for the periodic payments. The Contractor's periodic estimate must be approved by the Engineer before any payments will be made on this contract.
- C. The Engineer's decision as to sufficiency and completeness of the Contractor's construction schedule and periodic estimate will be final.
- D. The Contractor must make current, to the satisfaction of the Engineer, the construction schedule and periodic estimate each time he requests a payment on this contract.
- E. The Contractor's construction schedule and periodic estimate must be maintained at the construction site available for inspection and shall be revised to incorporate approved change orders as they occur.
- F. When the Contractor requests a payment on this contract, it must be on the approved periodic estimate and be current. Further, the current periodic estimate and construction schedule (both updated and revised) shall be submitted for review and approval by the Engineer before monthly payments will be made by the Owner. The Contractor shall submit six (6) current copies of each (periodic estimate and construction schedule) when requesting payment.

1.03 CONDITIONS FOR PAYMENT

- A. The Owner will make payments for acceptable work in place and materials properly stored on-site. The value of payment shall be as established on the approved construction schedule and periodic estimate, EXCEPT the Owner will retain five percent (5%) of the work in place and a percentage as hereinafter listed for items properly stored or untested.
- B. No payment will be made for stored materials unless a proper invoice from the supplier is attached to the pay request. Further, no item whose value is less than \$1,000 will be considered as stored materials for pay purposes.

- C. Payment for stored materials that are submitted with each monthly pay request will require documentation from the material supplier indicating that those items have been paid. Proof of payment for stored materials shall be in the form of "paid invoice" receipts or cancelled checks. Failure to provide adequate documentation will result in delays in processing subsequent pay requests.
- D. Payment for pipeline items shall be limited to eighty percent (80%) of the bid price until the pipeline items have been tested and clean up has been completed and accepted by the Engineer.
- E. Payment for equipment items shall be limited to eighty-five percent (85%) of their scheduled value (materials portion only) until they are set in place. Eighty-five percent (85%) for stored materials and equipment shall be contingent on proper on-site storage as recommended by the manufacturer or required by the Engineer.
- F. Payment for equipment items set in place shall be limited to ninety percent (90%) of their scheduled value until they are ready for operation and have been certified by the manufacturer. Ninety percent (90%) payment for installed equipment shall be contingent on proper routine maintenance of the equipment in accordance with the manufacturer's recommendations.
- G. Payment for equipment items set in place and ready for operation shall be limited to ninety-five percent (95%) of their scheduled value until all acceptance tests have been completed and the required manufacturer's pre-startup operator's training has been completed.
- H. Payment for the labor portion of equipment items will be subject only to the degree of completeness and the appropriate retainage.
- I. The retainage shall be an amount equal to 5% of said estimate. The retainage on the equipment items shall be 5% as defined hereinbefore.
- J. If at any time thereafter when the progress of the WORK is not satisfactory or determine that the Contractor is not making satisfactory progress, additional amounts may be retained.

1.04 DETERMINATION OF THE VALUE OF EXTRA (ADDITIONAL) OR OMITTED WORK

- A. The value of extra (additional) or omitted work shall be determined in one or more of the following ways:
 - 1. On the basis of the actual cost of all the items of labor (including on-the-job supervision), materials and use of equipment, plus a maximum 20% for added work or a minimum 20% for deleted work which shall cover the Contractor's general supervision, overhead and profit. In case of subcontracts, the sum of total overhead amounts of the subcontractors and Contractor, plus total profit amounts for the subcontracts and Contractor shall not exceed 25% of the cost. Subcontractors shall be limited to 15% and Contractors shall be limited to 10% for combined overhead and profit. The cost of labor shall include required insurance, taxes and fringe benefits. Contractor to provide detailed breakdown of all cost as justification of change in work. Equipment costs shall be based on current rental rates in the areas where the work is being performed, but in no case shall such costs be greater than the current rates published by the Associated Equipment Distributors, Chicago, Illinois.
 - 2. By estimate and acceptance in a lump sum.
 - 3. By unit prices named in the Contract or subsequently agreed upon.

- B. Provided, however, that the cost or estimated cost of all extra (additional) work shall be determined in advance of authorization by the Engineer and approved by the Owner.
- C. All extra (additional) work shall be executed under the conditions of the original Contract. Any claim for extension of time shall be adjusted according to the proportionate increase or decrease in the final total cost of the work unless negotiated on another basis.
- D. Except for over-runs in contract unit price items, no extra (additional) work shall be done except upon a written change Order from the Engineer, and no claim on the part of the Contractor for pay for extra (additional) work shall be recognized unless so ordered in writing by the Engineer.

PART 2 – PRODUCTS

2.01 GRAVITY SEWER MAIN

Payment for new gravity sewer main (including dig and replace portion) shall be paid for at the contract unit price bid per linear foot of pipe installed and shall include compensation for furnishing pipe, trenching (including rock excavation), Class I bedding material, laying, jointing, temporary trench shoring, sheeting and bracing, initial backfill of Class I material over top of pipe, and all other appurtenances required but not specifically delineated herein. Excavation, removal of existing sewer main pipe, manhole connections, etc. required for the dig and replace portion shall be included in this item and shall be considered incidental. Said unit price shall be full compensation for the furnishing of new sewer main pipe and installation, testing, and for all labor, tools, equipment and incidentals necessary to complete the work. Payment for any BY-Pass Pumping (dig and replace portion) shall be included in this item and shall be considered incidental.

The quantity of sewer to be paid for shall be the length of pipe measured along the centerline of the completed pipelines without deducting the length of branches and fittings to the center of the manhole.

Payment for final backfill shall be included in this pay item including Class II material (DGA) and required in restoration of paved areas. Class II material shall be included in this pay item and is considered incidental to the installation of the gravity sewer main.

Sanitary sewer trench rock will NOT be measured on this project for separate payment. All excavation shall be unclassified.

Rock excavation is included in this pay item and will not be paid for separately.

Payment for this item shall include the testing of the completed gravity sewer line and any water, gas or other utility relocation if necessary.

Where gravity sewer main or sewer lateral is installed within a paved street or driveway, pavement replacement will be required. Crushed stone backfill will be required to the top of the trench and maintained until the project is complete. Pavement replacement shall be included in this pay item and is considered incidental to the installation of the gravity sewer main.

Payment for this item shall include the testing of the completed gravity sewer line and any water, gas or other utility relocation if necessary.

Where gravity sewer main or sewer lateral is installed within a paved street or driveway, pavement replacement will be required. Crushed stone backfill will be required to the top of the trench and maintained until the project is complete. Pavement replacement shall be included in this pay item and is considered incidental to the installation of the gravity sewer main.

2.02 FORCE MAIN

Payment for installing the force main will be made at the contract unit price per linear foot, complete in place, which shall include compensation for furnishing pipe, fittings, trenching (including rock excavation), earth, sand or Class I material bedding, thrust blocking, earth backfill, fittings, crushed stone pavement replacement, boring without casing under bituminous and concrete drives, sidewalk repair or replacement, disinfection, copper tracing wire and identification tape, testing and all appurtenances required. The quantity of force main to be paid for shall be the length of the completed line as measured along its centerline without any deduction for lengths of fittings, valves or other appurtenances

2.03 HIGHWAY/DRIVEWAY BORE W/STEEL CASING

Payment for water mains crossing the highway, railroad, roadway, driveway or other areas shown on the plans shall include the respective encasement pipe bored under roadways and will be paid for at the contract unit price per linear foot of encasement pipe for the various sizes and types. This work shall include the encasement pipe, complete in place with fittings, spacers, skids, end seals, blocking, and all items necessary for its construction and installation. Carrier pipe is paid separately under item 2.01. ". No payment will be made for failed bores that cannot be utilized. **Additional footage over what is shown on the drawings, installed as a convenience for the Contractor will not be paid.**

Additional depth, crushed stone, and flowable fill shall be included in this unit price. This shall also include excavating out existing steel casings, removing existing sewer main, and welding the additional casing. The new sewer main through the completed casings will be paid in section 2.01.

2.04 CONNECTION TO EXISTING MANHOLE

Payment is for furnishing and installing a connection to an existing manhole at the contract unit price each, based on the line size as indicated on the plans. This is to be paid at the contract unit price, complete in place, which shall include compensation for coring, coupling, sealing one full length of pipe (13Lf), materials, hauling, tapping, excavation, shoring, sheeting, bedding, forming and placing (constructing) concrete cradle, backfilling, cleanup, testing, and all other items necessary for a complete installation.

2.05 STANDARD MANHOLES AND DROP MANHOLES

Payment is for furnishing and installing manholes of the types shown at a depth of six (6') feet or less for standard manholes and a depth of ten (10') feet or less for drop manholes as shown on the Drawings to be measured to the invert including the height of the frame and cover. This is to be paid at the contract unit price each, complete in place, which shall include compensation for materials, furnishing, plugging existing lines, hauling, excavation (including rock excavation), bedding, backfilling, cleanup, and all other items necessary for complete installation on new or existing sewer lines. A drop manhole is defined as a manhole with invert with difference greater than two (2 feet). This shall also include setting a new manhole in an existing sewer main.

Payment for manholes shall include compensation for bypass pumping, the removal and disposal of all existing manhole materials as well as frames and covers shown to be removed (dig and replace portion).

2.06 ADDITIONAL VERTICAL FOOT FOR STANDARD MANHOLE

Payment is for the additional manhole depth over and above the depth paid for in Bid Item 2.05. This is paid at the contract unit price per each additional vertical foot, rounded to the nearest foot, as measured to the invert at the centerline of the manhole as shown on the plans. This is to be paid at the contract unit price, complete in place, which shall include compensation for materials, backfilling, clean-up and all other items necessary for a complete installation.

2.07 SERVICE LATERAL CONNECTION REPLACEMENT TO GRAVITY MAIN W/CLEANOUT (OPEN CUT)

Payment for replacement of existing service laterals will be made at the contract unit price each for each service connection replaced. Price includes excavation, furnishing and installing new service connection pipe, lateral to the point of connection up to 26 LF of PVC SDR 35 6" is included in this bid item and fittings, include cleanouts as per local plumbing code, plumber's testing tee at location as directed by Owner, trench bedding, backfilling and surface restoration. Also, all costs incurred to cut opening in liner should be included in this pay item. Pavement, replacement and aggregate surface replacement are included in this item.

All piping for service connection replacement shall be 6-inch from main line to reconnection to existing service piping. The Contractor shall provide an eccentric reducer if existing service is smaller than 6-inch.

Quantities shown in Bid Schedule are approximate and may vary.

2.08 ADDITIONAL 6" CUSTOMER SERVICE LATERAL

Payment for a additional 6-inch SDR 35 service pipe and fittings installed in open trench and backfilled will be made per linear foot in place. This item will only be paid for when it covers those distances outside of the ranges of payment as described in 2.07 of this section. Excavation is unclassified and included in this item.

2.09 CONNECTION TO EXISTING FORCE MAIN ALL SIZES

Payment for connecting to an existing force main at the location listed shall include all materials and labor necessary for making a connection to the existing force main as shown on the plans. Payment will be made per connection and will include but not limited to, mechanical joint fittings, tapping valve, stainless steel tapping sleeve, and box.

2.10 CUT AND PLUG EXISTING FORCE MAIN

Payment for cutting and plugging the existing sewer main shall include all materials and labor necessary for completing the disconnection of the existing sewer main. This will be paid per cut and plug and will include piping, mechanical joint cap, grip rings, concrete blocking and other appurtenances required to complete the installation. Size of the piping will be paid as one price and will not be differentiated.

2.11 CLEANING AND QUICK-PULL INTERNAL TV INSPECTION

Payment for cleaning and quick-pull internal TV inspection of sewers will be made at the contract unit price per linear foot of different sizes sewer cleaned and inspected. The quantity of cleaned and inspected line to be paid for will be measured from the center of the starting manhole to the center of the ending manhole. Payment will be made ONLY for actual footage cleaned and inspected. This pay item covers all labor, materials, equipment, services, and work for a complete clean and TV inspection.

It should be noted that if reverse setups (a situation that arises when the television camera cannot pass through the manhole section, making it necessary to reverse the positions of the television equipment and enter the sewer from the opposite direction) are required during television inspection, the per foot cost of television inspection will only be the actual footage that was televised plus the unit price bid for a reverse setup.

Record logs and digital video records (External Hard Drive) are considered incidental to this work and shall not be considered for payment.

If Contractor elects to use an "easement machine" to Quick-Pull Internal TV Inspection there will be no additional cost per foot to the Owner.

2.12 INSTALL PIPE LINER

The unit price bid for installing pipe liner from manhole-to-manhole or in lateral installation shall be full compensation for all materials, labor, equipment, by-pass pumping and incidentals required to install the linear pipe within the sewer. Payment shall be for actual linear footage of linear pipe installed in the field and shall be measured between the centerlines of the manholes. Payment for the liner will also include the cost of sealing the liner in the manholes, reworking the manhole inverts and benches, etc.

Television inspection (pre-installation and post rehabilitation), root removal, cleaning, and all relevant submittals shall be incidental to the project, as specified in the Section which covers Television Inspection. Post rehabilitation digital video records shall not be started until all rehabilitation work has been completed. The Contractor shall submit all post color TV logs and digital video records (portable storage device or "flashdrive") to the Owner for approval prior to final payment. Post TV (portable storage device or "flashdrive") will become the property of the Owner.

Payment for service lateral reinstatement shall be paid for in accordance with the section which covers service lateral reinstatement unless otherwise indicated, in the Repair Schedule.

Payment for removal of protruding services shall not be a pay item.

All costs for testing the liner after installation shall be considered incidental to the cost of the project.

2.13 MAJESTIC LIFT STATION REHABILITATION AND UPGRADES

Payment for rehabilitation of the lift station will be made at the contract lump sum price, complete in place, which shall include compensation for furnishing and installation of the pump stations, wet well, control vault, control panel, riser (to control panel), electrical items, excavation, and concrete. Payment shall also include decommissioning and any demolition or modifications to the existing lift station structures as shown on the drawings and described in the specifications.

Payment for this item shall include all electrical work including but not limited to the following for a complete and workable installation: permits, service, service pole, meter, disconnect, and conduit. Bypass pumping is not a pay item for this work.

Payment shall include site grading, seeding, site access road, and crush stone on access road and pump station site.

Payment for this item shall include connecting to existing sewer mains as well as cutting and plugging existing sewer mains to be abandoned.

2.14 REPLACEMENT OF PACKAGED GRINDER PUMP STATION

Payment for installing the new grinder sewer lift station will be made at the contract lump sum price, complete in place, which shall include compensation for furnishing and installation of the pump stations, wet well, control vault, control panel, riser (to control panel), electrical items, excavation, and concrete. Payment shall also include decommissioning and any demolition or modifications to the existing lift station structures as shown on the drawings and described in the specifications.

Payment for this item shall include all electrical work including but not limited to the following for a complete and workable installation: permits, service, service pole, meter, disconnect, and conduit. Bypass pumping is not a pay item for this work.

2.15 REMOVAL OF EXISTING BURKSVILLE SEWAGE LIFT STATION

Payment for this item shall include the disconnection and removal of the electrical control panel and electrical service, removal of the internal piping, guide rails, fencing, pumps, and floats, blocking and sealing of all incoming and outgoing sewer and force main piping, fencing, generator, removal of all sewage and/or sludge from the wet well, backfilling of the wet well with crushed stone to within three feet of the ground surface, removal of the top three feet of the wet well barrel, wet well top slab, restoration of all disturbed areas, final grading and seeding of all disturbed areas around the abandoned pump station and all other items necessary for a complete installation as shown in the plans and specifications.

Any and all sludge or raw sewage shall be disposed at a permitted facility by the Commonwealth of Kentucky and abide by all Local and State disposal laws..

The entire site then will be resurfaced with topsoil, re-seeded and strawed.

2.16 TRAFFIC CONTROL

Traffic Control will be paid for on a lump sum basis which shall include providing traffic control in accordance with the specifications and all KY Department of Transportation requirements for all work impacting traffic as shown on the drawings and detailed in the specifications. Payment will be made in percentage complete installments as the work is completed.

PART 3 - EXECUTION

3.01 PAY ITEMS

- A. The pay items listed herein before refer to the items listed in the Bid Schedule and cover all of the pay items under the base bid for this contract.
- B. Any and all other items of work listed in the specifications or shown on the Contract Drawings for this contract shall be considered incidental to and included in those pay items.

3.02 QUANTITIES OF ESTIMATE

- A. Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents, including the Bid Proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this Contract, and such increase or diminution shall not give cause for claims or liability for damages. The Engineer will not be financially responsible for any omissions from the Contract Documents and therefore not included by the Contractor in his proposal.
- B. Aerial photographs utilized for plan sheets in the Contract Documents are indicated at an approximate scale and shall not be scaled for quantity take-offs. The pipeline quantities listed in the Bid Schedule are given for use in comparing bids and may not be the actual quantities to be installed. It is the Contractor's responsibility to field verify the length and quantities of pipeline to be installed prior to the ordering of materials. Payment on unit price contracts are based on

actual quantities installed. The Owner or Engineer will not be financially responsible for any shortage of pipe or overrun of pipe ordered for the pipeline quantities.

C. The actual quantities of all materials to be used for this project shall be field verified prior to the Contractor ordering the necessary materials. The quantity listed in the bid schedule is given for use in comparing bids and may increase or diminish as may be deemed necessary or as directed by the Owner. Any such increase or diminution shall not give cause for claims or liability for damages. The Engineer or Owner will not be financially responsible for any charges incurred for restocking of materials ordered.

- END OF SECTION -

SECTION 01030
LABOR PROVISIONS

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The Contractor shall conform to all provisions of the Kentucky Department of Labor, 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.
- C. Contractor shall maintain compliance with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act and contract Work Hours Standards Act.

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 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 regarding 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.

- 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 Contractor, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same functions as that specified. Requests for review of substitute items of material and equipment will not be accepted by the ENGINEER from anyone other than CONTRACTOR.
- B. In making request for substitution, CONTRACTOR represents:
 - 1. He has personally investigated proposed product or method and determined that it is equal or superior in all respects to that specified.
 - 2. He will provide the same or better guarantee for substitution as for product or method specified.
 - 3. He will coordinate installation of accepted substitution into work, making such changes as required in all respects.
 - 4. He waives all claims for additional costs related to substitution that consequently become apparent.
 - 5. Cost data is complete and includes all related costs under this Contract.

1.01 SUBMITTALS

- A. The CONTRACTOR shall submit six (6) copies of requests for substitution. Include in request the following:
 - 1. Complete data substantiating compliance of proposed substitution with Contract Documents.
 - 2. Indication whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.
 - 3. For Products:
 - a. Product identification, including manufacturer's name and address.
 - b. Manufacturer's literature with product description, performance and test data, and reference standards.
 - c. Samples.
 - d. Name and address of similar projects on which product was used, data of installation, and product performance and maintenance records.
 - 4. For Construction Methods:

- a. Detailed description of proposed method.
- b. Drawings illustrating methods.
- 5. Itemized comparison of proposed substitution with product or method specified.
- 6. Data relating to changes in construction schedule.
- 7. Relation to separate contracts, if any.
- 8. Accurate cost data on proposed substitution in comparison with product or method specified.
- D. Substitutions will not be accepted if:
 - 1. They are only shown or implied on Shop Drawings.
 - 2. Acceptance will require substantial revision of Contract Documents.
 - 3. Substitutions would change design concepts or Specifications.
 - 4. Substitutions would delay completion of the Work.
 - 5. Substitutions involve items for which a manufacturer was declared at time of bidding.
- E. The ENGINEER will determine whether substitute brands or products are equal to those specified in the Contract Documents. No substitute will be ordered or installed without the ENGINEER's prior written acceptance.
- F. The OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.
- G. If the ENGINEER determines that a substitute is not equal to that named in the Specifications, the CONTRACTOR shall furnish one of the brands or products specified, at no additional cost to the OWNER.
- H. The time required by the ENGINEER to evaluate and either accept or reject proposed substitutes is included in the Contract Time and no extension of the Contract Time shall be allowed, therefore.

1.02 ENGINEERING COSTS

- A. The ENGINEER will record all time required in evaluating substitutions proposed by CONTRACTOR and in making any change in the Drawings or Specifications occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute, the CONTRACTOR will reimburse the OWNER for the actual costs of the ENGINEER for evaluating any proposed substitute which either does not meet the requirements of the Drawings and Specifications, or the acceptance of which would require changes to other portions of the work.
- B. CONTRACTOR shall reimburse OWNER for all associated engineering costs, including redesign, additional shop drawing reviews, investigations, consultant fees and revision of the Contract Documents required because of the substitution.

- END OF SECTION -

SECTION 01252

WEATHER DELAYS

PART 1 - GENERAL

1.01 EXTENSIONS OF CONTRACT TIME

If the basis exists for an extension of time in accordance with the General Conditions, EJCDC C-700 Paragraph 4.05.C, an extension of time on the basis of weather may be granted only for the number of Weather Delay Days in excess of the number of days listed as the Standard Baseline for that month.

1.02 STANDARD BASELINE FOR AVERAGE CLIMATIC RANGE

The Owner/Engineer's has reviewed weather data available from the National Oceanic and Atmospheric Administration and determined a Standard Baseline of average climatic range for the State of Kentucky.

Standard Baseline shall be regarded as the normal and anticipatable number of calendar days for each month during which construction activity shall be expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number of days each month as listed in the Standard Baseline is included in the Work and is not eligible for extension of Contract Time.

If, in the Owner/Engineer's opinion, sustained bad weather conditions prevent satisfactory performance of the work, he may suspend operations for an executed period until weather conditions are favorable. In this event, contract completion time shall be extended an equal number of days. Upon suspension of the work by the Owner/Engineer, the CONTRACTOR shall properly protect his work during the suspension period.

The Contract completion time of average number of inclement weather days as follows:

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
Precipitation	7	7	9	8	8	8	8	7	6	5	6	7	86
Freez. Temp.	10	6	1	0	0	0	0	0	0	0	1	5	23
Total	17	13	10	8	8	8	8	7	6	5	7	12	109

1.03 ADVERSE WEATHER AND WEATHER DELAY DAYS

Adverse Weather is defined as the occurrence of one or more of the following conditions which prevents exterior construction activity or access to the site within twenty-four (24) hours:

- A. Precipitation (rain, snow, or ice) in excess of one-tenth inch (0.10") liquid measure
- B. Temperatures which do not rise above 32 degrees F by 10:00 a.m.
- C. Temperatures which do not rise above that specified for the day's construction activity by 10:00 a.m., if any is specified
- D. Sustained wind in excess of twenty-five (25)m.p.h.
- E. Standing snow in excess of one inch(1.00")

Adverse Weather may include, if appropriate, "dry-out" or "mud" days:

- A. For rain days above the standard baseline; Only if there is a hindrance to site access or sitework, such as excavation, backfill, and footings; and, at a rate no greater than 1 make-up day for each day or consecutive days of rain beyond the standard baseline that total 1.0 inch or

more, liquid measure, unless specifically recommended otherwise by the OWNER/ENGINEER.

A Weather Delay Day may be counted if adverse weather prevents work on the project for fifty percent (50%) or more of the contractor's scheduled work day, including a weekend day or holiday if Contractor has scheduled construction activity that day.

1.04 DOCUMENTATION

Once the project begins, weather information should be recorded daily on the jobsite daily reports. Any adverse weather, including temperature, wind, rain, etc., should be noted. In addition, notes should be included if the weather event is adversely affecting a specific trade or sequence of work. Adverse weather affects shall also be included in the monthly progress report so all parties to the construction process will be aware of any delays the weather has caused

- END OF SECTION -

SECTION 01300**SUBMITTALS****PART 1 - GENERAL****1.01 WORK INCLUDED**

Shop drawings, descriptive literature, project data and samples (when samples are specifically requested) for all manufactured or fabricated items shall be submitted by the Contractor to the Engineer for examination and review in the form and in the manner required by the Engineer. All SUBMITTALS shall be furnished in at least six (6) copies and shall be checked, reviewed and signed by the Contractor before submission to the Engineer. The review of the Drawings by the Engineer shall not be construed as a complete check but only for conformance with the design concept of the Project and for compliance with information given in the Contract Documents. Review of such drawings will not relieve the Contractor of the responsibility for any errors that may exist, as the Contractor shall be responsible for the dimensions and design of adequate connections, details, and satisfactory construction of all work.

1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. General Provision.
- B. Section 01720 - Project Record Documents (As-Builts).

1.03 DEFINITIONS

The term "submittals" shall mean shop drawings, manufacturer's drawings, catalog sheets, brochures, descriptive literature, diagrams, schedules, calculations, material lists, performance charts, test reports, office and field samples, and items of similar nature which are normally submitted for the Engineer's review for conformance with the design concept and compliance with the Contract Documents.

1.04 GENERAL CONDITIONS

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

1.02 VIDEO

The video shall be of a high quality and provided on either portable Hard Drive or "Thumb Drive" 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 project videos on the chosen format. Both copies 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: _____

Video shall be submitted to the owner and approved by the engineer prior to the first pay request.

-END OF SECTION-

SECTION 01450
QUALITY CONTROL

PART 1 - GENERAL

1.01 QUALITY CONTROL

- A. Work of all crafts and trades shall be laid out to lines and elevations as established by the Contractor from the Drawings or from instructions by the Engineer.
- B. Unless otherwise shown, all work shall be plumb and level, in straight lines and true planes, parallel or square to the established lines and levels. The Work shall be accurately measured and fitted to tolerance as established by the best practices of the crafts and trades involved, and shall be as required to fit all parts of the Work carefully and neatly together.
- C. All equipment, materials and articles incorporated into the Work shall be new and of comparable quality as specified. All workmanship shall be first-class and shall be performed by mechanics skilled and regularly employed in their respective trades.

1.02 TESTS, INSPECTIONS, AND CERTIFICATIONS OF MATERIALS

- A. Tests, inspections and certifications of materials, equipment, subcontractors or completed work, as required by the various sections of the Specifications shall be obtained by the Contractor and all costs shall be included in the Contract Price.
- B. The Contractor shall submit to the Engineer the name of testing laboratory to be used.
- C. Contractor shall deliver written notice to the Engineer at least 24 hours in advance of any inspections or tests to be made at the Project site. All inspections, tests, samples for water quality or other procedures requiring the Engineer to attest to be conducted in the field shall be done in the presence of the Engineer or his representative.
- D. Certifications by independent testing laboratories may be by copy of the attestation(s) and shall give scientific procedures and results of tests. Certifications by persons having interest in the matter shall be by original attest properly sworn to and notarized.

- END OF SECTION -

SECTION 01500
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Contractor shall make his own provisions for temporary electricity and water and maintain strict supervision of use of temporary utility services as follows:
 - 1. Enforce compliance with applicable standards.
 - 2. Enforce safety practices
 - 3. Prevent abuse of services.
 - 4. Pay all utility charges required.

1.02 REQUIREMENTS OF REGULATORY AGENCIES

- A. The Contractor shall obtain and pay for all permits as required by governing authorities.
- B. Obtain and pay for temporary easements required across property other than that of Owner or that is shown on the Contract Drawings.
- C. The Contractor shall comply with applicable codes.

1.03 REMOVAL

- A. The Contractor shall completely remove temporary materials, equipment, and offices upon completion of construction.
- B. The Contractor shall repair damage caused by installation and restore to specified or original condition.

1.04 TEMPORARY LIGHTING

- A. The Contractor shall furnish and install temporary lighting required for:
 - 1. Construction needs.
 - 2. Safe and adequate working conditions.
 - 3. Public Safety.
 - 4. Security lighting.
 - 5. Temporary office and storage area lighting.
- B. Service periods for safety lighting shall be as follows:
 - 1. Within construction area: All times that authorized personnel are present.

- 2. Public areas: At all times.
- C. Costs of Installation and Preparation: Contractor shall pay all installation, maintenance and removal costs of temporary lighting.
- D. Maintenance of temporary lighting service (replacement of bulbs, etc.) shall be the sole responsibility of the General Contractor.

1.05 TEMPORARY WATER

The Contractor shall provide the water necessary for testing and disinfection. Water purchased from the owner for flushing and testing shall be paid for at the whole sale price by the contractor. The Contractor shall supply his own hoses, chlorine for disinfection, etc.

1.06 SANITARY FACILITIES

Contractor shall provide sanitary facilities as set forth in General Provisions (GP-2.04.Sanitary Regulations).

1.07 FIELD OFFICE (Office Trailer not Required for this Contract)

The Contractor shall make his own provisions for providing the electricity, telephone, gas, water, sewer, and other utilities to his office trailer that are required or as necessary for completion of the work.

The Contractor shall be responsible for all utility charges.

PART 2 - PRODUCTS

Not used.

PART 3 – EXECUTION

3.01 IMPLEMENTATION

- B. The Contractor shall provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to storm drains, adjacent areas and walkways prior to the start of any site work.
- C. Straw bale dikes, silt fencing and synthetic filter fabric shall be used as necessary to protect adjacent lands, surface waters, and vegetation to achieve environmental objectives.
- D. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Soil deposited on pavement by construction and other contractor vehicles shall be removed and the pavement swept as required.
- F. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- G. Minimize amount of bare soil exposed at one time.
- H. Provide temporary measures such as berms, dikes, drains, hay bales, gabions, etc., as directed by the Engineer so as to minimize siltation due to runoff.

- I. Construct fill and waste areas by selective placement to avoid erosive exposed surface of silts or clays.
- J. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

3.02 OPERATION AND MAINTENANCE

- A. The Contractor shall inspect, repair, and maintain erosion and sediment control measures until final stabilization has been established.

3.03 REMOVAL OF FACILITIES

- A. The Contractor shall remove the temporary facilities after final stabilization has been established. Used devices (including old straw bales) shall be disposed of as Construction & Demolition debris.

3.04 DUST CONTROL

- A. Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

- END OF SECTION -

SECTION 01550
ACCESS ROADS AND PARKING AREAS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Access roads.
- B. Parking.
- C. Existing pavements and parking areas.
- D. Permanent pavements and parking areas.
- E. Maintenance.
- F. Removal, resurfacing.

PART 2 - PRODUCTS

2.01 MATERIALS

For temporary construction: Contractor's option.

PART 3 - EXECUTION

3.01 ACCESS ROADS

- A. Construct temporary all-weather access roads from public thoroughfares to serve construction area, of a width and load-bearing capacity to provide unimpeded traffic for construction purposes.
- B. Construct temporary bridges and/or culverts to span low areas and allow unimpeded drainage.
- C. Extend and relocate as work progress requires, provide detours as necessary for unimpeded traffic flow.
- D. Locate temporary access roads as approved by the Owner and/or the Engineer.

3.02 PARKING

The Contractor shall construct temporary parking areas to accommodate use of construction personnel in the area.

3.03 REMOVAL, REPAIR

- A. Remove temporary materials and construction when permanent facilities are usable, as directed by the Engineer.
- B. Repair existing permanent facilities damaged by usage to original and/or specified condition.

- END OF SECTION -

SECTION 01570
TRAFFIC REGULATION

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Construction parking control.
- B. Flagmen.
- C. Flares and lights.
- D. Haul routes.
- E. Traffic signs and signals.
- F. Removal.

1.02 RELATED REQUIREMENTS

- A. Section 01580 - Project Identification and Signs.

PART 2 - PRODUCTS

2.01 SIGNS, SIGNALS AND DEVICES

- A. Post-mounted and wall-mounted traffic control and informational signs as specified and required by local jurisdictions.
- B. Automatic Traffic Control Signals: As approved by local jurisdictions.
- C. Traffic Cones and Drums, Flares and Lights: As approved by local jurisdictions.
- D. Flagman Equipment: As required by local jurisdictions.

PART 3 - EXECUTION

3.01 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and Owner's operations.
- B. Monitor parking of construction personnel's vehicles in existing facilities. Maintain vehicular access to and through parking areas.
- C. Prevent parking on or adjacent to access roads or in non-designated areas.

3.02 TRAFFIC CONTROL

- A. Whenever and wherever, in the Engineer's opinion, traffic is sufficiently congested or public safety is endangered, Contractor shall furnish uniformed officers to direct traffic and to keep traffic off the highway area affected by construction operations.
- B. Contractor shall abide by City regulations governing utility construction work.
- C. Traffic control shall be provided according to the Kentucky Department of Highways Manual on Uniform Traffic Control Devices for Streets and Highways.

3.03 FLAGMEN

Provide trained and equipped flagmen to regulate traffic when construction operations or traffic encroach on public traffic lanes.

3.04 FLARES AND LIGHTS

Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

3.05 HAUL ROUTES

- A. Consult with authorities, establish public thoroughfares to be used for haul routes and site access.
- B. Confine construction traffic to designated haul routes.
- C. Provide traffic control at critical areas of haul routes to regulate traffic and minimize interference with public traffic.

3.06 TRAFFIC SIGNS AND SIGNALS

- A. At approaches to site and on site, install appropriate signs at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
- B. Install and operate traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control, and areas affected by Contractor's operations.
- C. Relocate as work progresses, to maintain effective traffic control.

3.07 REMOVAL

Remove equipment and devices when no longer required. Repair damage caused by installation. Remove post settings to a depth of 2 feet.

- END OF SECTION -

SECTION 01580
PROJECT IDENTIFICATION AND SIGNS

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The Contractor shall provide all signs required by these specifications near the site of the work. The sign shall set forth the description of the work and the names of the Owner, Engineer and Contractor as shown on the Plans or in these Specifications.
- B. The Contractor shall furnish and install One (1) sign on the Project. 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

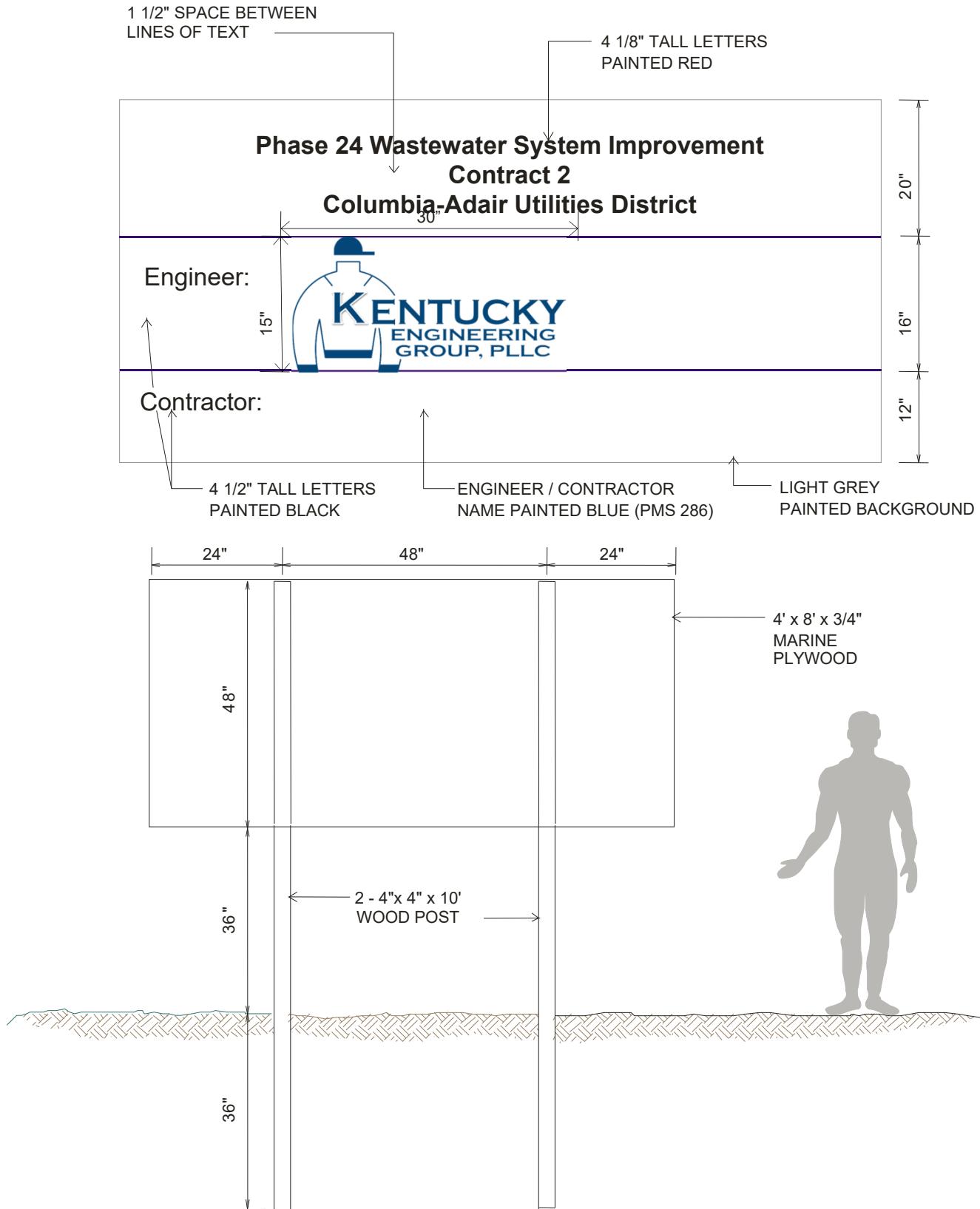
3.01 MAINTENANCE

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-



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 deminimis 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.

MATERIAL/ITEM	APPROVED MANUFACTURER
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 3/4" 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

MATERIAL/ITEM	APPROVED MANUFACTURER
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) sets of prints of the Contract Drawings. These documents 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 Conditions

1.02 MAINTENANCE AND OPERATIONS MANUAL

Every piece of equipment furnished and installed shall be provided with complete maintenance and operations manuals. These shall be detailed in instructions to the Owner's personnel. They shall be attractively bound for the Owner's records.

The manuals shall be submitted to the Engineer for review as to adequacy and completeness. Provide three (3) copies each.

1.03 FORM OF SUBMITTALS

- A. Prepare data in the form of an instructional manual for use by Owner's personnel.
- B. Format:
 1. Size: 8-1/2 x 11 in.
 2. Paper: 20 pound minimum, white, for typed pages.
 3. Text: Manufacturer's printed data, or neatly typewritten.

4. Drawings:
 - a. Provide reinforced punched binder tab, bind with text.
 - b. Fold large drawings to the size of the text pages where feasible.
 - c. For all drawings included within manuals, furnish a 3 mil mylar copy in standard size drawings 36" x 24", 8" x 16" or 8-1/2" x 11".
 - d. For flow or piping diagrams that cannot be detailed on the standard size drawings, a larger, appropriate size drawing may be submitted.
5. Provide fly-leaf for each separate product, or each piece of operating equipment.
 - a. Provide typed description of product, and major component parts of equipment.
 - b. Provide indexed tabs.
6. Cover: Identify each volume with types or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:
 - a. Title of Project.
 - b. Identity of separate structure as applicable.
 - c. Identity of general subject matter covered in the manual.

C. Binders:

1. Commercial quality, durable and cleanable, 3-hole, 3" or 4" post type binders, with oil and moisture resistant hard covers.
2. When multiple binders are used, correlate the data into related consistent grouping.
3. Labeled on the front cover and side of each binder shall be the name of the Project, the Contract Number and Volume Number.

1.04 CONTENT OF MANUAL

- A. Neatly typewritten table of contents for each volume, arranged in systematic order.
 1. Contractor, name of responsible principal, address and telephone number.
 2. A list of each product required to be included, indexed to the content of the volume.
 3. List, with each product, the name, address and telephone number of:
 - a. Subcontractor or installer.
 - b. Maintenance contractor, as appropriate.
 - c. Identify the area of responsibility of each.
 - d. Local source of supply for parts and replacement.

4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.

B. Product Data:

1. Include only those sheets which are pertinent to the specific product. References to other sizes and types or models of similar equipment shall be deleted or lined out.
2. Annotate each sheet to:
 - a. Clearly identify the specific product or part installed.
 - b. Clearly identify the data applicable to the installation.
 - c. Provide a parts list for all new equipment items, with catalog numbers and other data necessary for ordering replacement parts.
 - d. Delete references to inapplicable information.
3. Clear and concise instructions for the operation, adjustment, lubrication, and other maintenance of the equipment including a lubrication chart.

C. Drawings:

1. Supplement product data with drawings as necessary to clearly illustrate:
 - a. Relations of component parts of equipment and systems.
 - b. Control and flow diagrams.
2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
3. Do not use Project Record Documents as maintenance drawings.

D. Written text, as required to supplement product data for the particular installation:

1. Organize in a consistent format under separate headings for different procedures.
2. Provide a logical sequence of instructions for each procedure.

E. Copy of each warranty, bond and service contract issued: Provide information sheet for Owner's personnel.

1. Proper procedures in the event of failure.
2. Instances which might affect the validity of warranties or bonds.

F. These manuals shall be delivered to the Engineer at the time designated by the Engineer. The manuals must be approved by the Engineer before final payment on the equipment is made.

- END OF SECTION -

SECTION 01740**WARRANTIES AND BONDS****PART 1 - GENERAL****1.01 WORK INCLUDED**

- A. Compile specified warranties and bonds.
- B. Compile specified service and maintenance contracts.
- C. Co-execute submittals when so specified.
- D. Review submittals to verify compliance with Contract Documents.
- E. Related requirements specified elsewhere:
 - 1. Bid Bond: Instructions to Bidders.
 - 2. Performance and Payment Bonds: General Provisions.
 - 3. Guaranty: General Provisions.
 - 4. General Warranty of Construction: General Provisions.
 - 5. Project Closeout: Section 01700.
 - 6. Warranties and Bonds required for specific products: As listed herein.
 - 7. Provisions of Warranties and Bonds, Duration: Respective specification sections for particular products.
 - 8. Operating and Maintenance Data: Section 01730.

1.02 SUBMITTALS REQUIREMENTS

- A. Assemble warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers and subcontractors.
- B. Furnish two (2) original signed copies.
- C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.
 - 1. Product, equipment or work item.
 - 2. Firm name, address and telephone number.
 - 3. Scope
 - 4. Date of beginning of warranty, bond or service and maintenance contract.
 - 5. Duration of warranty, bond or service and maintenance contract.

6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty or bond.
7. Contractor name, address and telephone number.

1.03 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 1. Size 8-1/2 in. x 11 in., punch sheets for 3-ring binder: Fold larger sheets to fit into binders.
 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS".
List:
 - a. Title of Project.
 - b. Name of Contractor.
- C. Binders: Commercial quality, three-ring, with durable and cleanable plastic covers.

1.04 TIME OF SUBMITTALS

- A. For equipment or component parts of equipment put into service during progress of construction: Submit documents within 10 days after inspection and acceptance.
- B. Otherwise, make submittals within 10 days after date of substantial completion, prior to final request for payment.
- C. For items of work, where acceptance is delayed materially beyond the Date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing the date of acceptance as the start of the warranty period.

1.05 SUBMITTALS REQUIRED

Submit warranties, bonds, service and maintenance contracts as specified in the respective sections of the Specifications.

- END OF SECTION -

SECTION 02110**SITE CLEARING****PART 1 - GENERAL****1.01 WORK INCLUDED**

- A. Clear site within construction limits of plant life.
- B. Remove grass and topsoil in area of access road and foundation.
- C. Remove root system of trees and shrubs.
- D. Remove surface debris

1.02 RELATED WORK

- A. Section 02211 - Rough Grading.
- B. Section 02222 - Excavation.

1.03 REGULATORY REQUIREMENTS

Conform to applicable local codes and ordinances for disposal of debris.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION**3.01 CLEARING**

- A. Clear areas required for access to site and execution of work.
- B. Remove trees, shrubs, brush, and other vegetable matter such as snags, bark, and refuse.

3.02 PROTECTION

The Contractor shall not cut or injure any trees or other vegetation outside the easement lines and outside the areas to be cleared, as indicated on the Drawings, without written permission from the Engineer. The Contractor shall be responsible for all damage done outside these lines.

3.03 GRUBBING

From areas to be grubbed, the Contractor shall remove completely all stumps, remove to a depth of at least 24 inches below subgrade elevation all roots larger than 1 1/2 in. in diameter, and remove to a depth of 12 in. all roots larger than 1/2 in. in diameter. Such depths shall be measured from the existing ground surface, the proposed finished grade or subgrade, whichever is lower.

3.04 STRIPPING

All stumps, roots, foreign matter, topsoil, loam, and unsuitable earth shall be stripped from the ground surface. The topsoil and loam shall be utilized insofar as possible, for finished surfacing. Loam shall not be taken from the site.

3.05 DISPOSAL

- A. All material resulting from clearing and grubbing and not scheduled for reuse or stockpiling shall become the property of the Contractor and shall be suitably disposed of off site, unless otherwise directed by the Engineer, in accordance with all applicable laws, ordinances, rules and regulations.
- B. Such disposal shall be performed as promptly as possible after removal of the material and shall not be left until the final period of cleaning up.

3.06 FENCES

Wherever fences need to be removed to provide access to the work or are damaged during the progress of work, they shall be restored or repaired to as good a condition as existed prior to construction at the Contractor's expense.

- END OF SECTION -

SECTION 02211**ROUGH GRADING****PART 1 - GENERAL****1.01 WORK INCLUDED**

- A. Remove topsoil and stockpile for later reuse.
- B. Excavate subsoil and stockpile for later reuse as directed in Section 022110, Backfilling and Embankments.
- C. Grade and rough contour site.

1.02 RELATED WORK

- A. Section 02222 - Excavation.
- B. Section 02220 – Earthwork.

1.03 PROJECT RECORD DOCUMENTS

- A. Submit documents under provisions of Section 01720.
- B. Accurately record location of utilities remaining, rerouted utilities, new utilities by horizontal dimensions, elevations or inverts, and slope gradients.

1.04 PROTECTION

- A. Protect trees and other features remaining as portion of final landscaping.
- B. Protect bench marks, existing structures, fences, roads, sidewalks and other features not designated for demolition.
- C. Protect above or below grade utilities which are to remain.
- D. Contractor shall be responsible for repairing any damage to those items not designated for demolition or removal in a manner satisfactory to the Owner at no additional cost to the Owner.

PART 2 - PRODUCTS**2.01 MATERIALS**

- A. Topsoil: Excavated material, graded free of roots, rocks larger than one inch, subsoil, debris, and large weeds.
- B. Subsoil: Excavated material, graded free of lumps larger than 12 inches, rocks larger than 12 inches, and debris.

PART 3 - EXECUTION**3.01 PREPARATION**

- A. Identify required lines, levels, contours, and datum.
- B. Identify known below grade utilities. Stake and flag locations.
- C. Identify and flag above grade utilities.
- D. Maintain and protect existing utilities remaining which pass through work area.
- E. Upon discovery of unknown utility or concealed conditions, discontinue affected work; notify Engineer.

3.02 TOPSOIL EXCAVATION

- A. Excavate topsoil from areas to be further excavated, and stockpile in area designated on site by the Engineer.
- B. Do not excavate wet topsoil.
- C. Stockpile topsoil to depth not exceeding 8 feet.

3.03 SUBSOIL EXCAVATION

- A. Excavate subsoil from indicated areas and stockpile in area designated on site. Excess subsoil may be reused according to Section 02220, Backfilling.
- B. Do not excavate wet subsoil.
- C. Stockpile subsoil to depth not exceeding 8 feet.
- D. When excavation through roots is necessary, perform work by hand and cut roots with a sharp axe.

3.04 TOLERANCES

Top Surface of Subgrade: Plus or minus three inches.

- END OF SECTION -

SECTION 02219**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. Work Sequence: Section 01015

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 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 case it is the responsibility of the Contractor to dispose of the unwanted material.

END OF SECTION

SECTION 02220**EARTHWORK****PART 1 GENERAL****1.01 SUMMARY**

A. This Section includes excavation and backfilling including the loosening, removing, refilling, transporting, storage and disposal of all materials classified as "earth" necessary to be removed for the construction and completion of all work under the Contract, and as shown on the Contract Drawings, specified or directed.

1.02 REFERENCES

A. Materials and installation shall be in accordance with the latest revisions of the following codes, standards, and specifications, except where more stringent requirements have been specified herein:

1. American Society for Testing and Materials (ASTM)
 - a. A328 Specification for Steel Sheet Piling
 - b. D698 Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³) (600 kN-m/m³)
 - c. D1556 Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
 - d. D1760 Specification for Pressure Treatment of Timber Products
 - e. D2922 Test Methods for Density of Soil and Soil Aggregate in Place by Nuclear Methods (Shallow Depth)

1.03 DEFINITIONS

A. Excavation (or Trenching)

1. Grubbing, stripping, removing, storing and rehandling of all materials of every name and nature necessary to be removed for all purposes incidental to the construction and completion of all the work under construction.
2. All sheeting, sheetpiling, bracing and shoring, and the placing, driving, cutting off and removing of the same.
3. All diking, ditching, fluming, cofferdamming, pumping, bailing, draining, well pointing, or otherwise disposing of water.
4. The removing and disposing of all surplus materials from the excavations in the manner specified.

- 5. The maintenance, accommodation and protection of travel and the temporary paving of highways, roads and driveways.
- 6. The supporting and protecting of all tracks, rails, buildings, curbs, sidewalks, pavements, overhead wires, poles, trees, vines, shrubbery, pipes, sewers, conduits or other structures or property in the vicinity of the work, whether over- or underground or which appear within or adjacent to the excavations, and the restoration of the same in case of settlement or other injury.
- 7. All temporary bridging and fencing and the removing of same.

B. Earth

- 1. All materials such as sand, gravel, clay, loam, ashes, cinders, pavements, muck, roots or pieces of timber, soft or disintegrated rock, not requiring blasting, barring, or wedging from their original beds, and specifically excluding all ledge or bedrock and individual boulders or masonry larger than one-half cubic yard in volume.

C. Backfill

- 1. The refilling of excavation and trenches to the line of filling indicated on the Contract Drawings or as directed using materials suitable for refilling of excavations and trenches; and the compacting of all materials used in filling or refilling by rolling, ramming, watering, puddling, etc., as may be required.

D. Spoil

- 1. Surplus excavated materials not required or not suitable for backfills or embankments.

E. Embankments

- 1. Fills constructed above the original surface of the ground or such other elevation as specified or directed.

F. Limiting Subgrade

- 1. The underside of the pipe barrel for pipelines
- 2. The underside of footing lines for structures

G. Excavation Below Subgrade

- 1. Excavation below the limiting subgrades of structures or pipelines.
- 2. Where materials encountered at the limiting subgrades are not suitable for proper support of structures or pipelines, the Contractor shall excavate to such new lines and grades as required.

PART 2 PRODUCTS

2.01 MATERIALS AND CONSTRUCTION

A. Wood Sheeting and Bracing

1. Shall be sound and straight; free from cracks, shakes and large or loose knots; and shall have dressed edges where directed.
2. Shall conform to National Design Specifications for Stress Grade Lumber having a minimum fiber stress of 1200 pounds per square inch.
3. Sheeting and bracing to be left-in-place shall be pressure treated in accordance with ASTM D1760 for the type of lumber used and with a preservative approved by the Engineer.

B. Steel Sheeting and Bracing

1. Shall be sound
2. Shall conform to ASTM A328 with a minimum thickness of 3/8 inch.

PART 3 EXECUTION

3.01 UNAUTHORIZED EXCAVATION

- A. Whenever excavations are carried beyond or below the lines and grades shown on the Contract Drawings, or as given or directed by the Engineer, all such excavated space shall be refilled with special granular materials, concrete or other materials as the Engineer may direct. All refilling of unauthorized excavations shall be at the Contractor's expense.
- B. All material which slides, falls or caves into the established limits of excavations due to any cause whatsoever, shall be removed and disposed of at the Contractor's expense and no extra compensation will be paid the Contractor for any materials ordered for refilling the void areas left by the slide, fall or cave-in.

3.02 REMOVAL OF WATER

- A. General
 1. The Contractor shall at all times provide and maintain proper and satisfactory means and devices for the removal of all water entering the excavations, and shall remove all such water as fast as it may collect, in such manner as shall not interfere with the prosecution of the work or the proper placing of pipes, structures, or other work.
 2. Unless otherwise specified, all excavations which extend down to or below the static groundwater elevations shall be dewatered by lowering and maintaining the groundwater beneath such excavations at all times when work thereon is in progress, during subgrade preparation and the placing of the structure or pipe thereon.
 3. Water shall not be allowed to rise over or come in contact with any masonry, concrete or mortar, until at least 24 hours after placement, and no stream of water shall be allowed to flow over such work until such time as the Engineer may permit.
 4. Where the presence of fine grained subsurface materials and a high groundwater table may cause the upward flow of water into the excavation with a resulting quick or unstable condition, the Contractor shall install and operate a well point system to prevent the upward flow of water during construction.

5. Water pumped or drained from excavations, or any sewers, drains or water courses encountered in the work, shall be disposed of in a suitable manner without injury to adjacent property, the work under construction, or to pavements, roads, drives, and water courses. No water shall be discharged to sanitary sewers. Sanitary sewage shall be pumped to sanitary sewers or shall be disposed of by an approved method.
6. Any damage caused by or resulting from dewatering operations shall be the sole responsibility of the Contractor.

B. Work Included

1. The construction and removal of cofferdams, sheeting and bracing, and the furnishing of materials and labor necessary therefor.
2. The excavation and maintenance of ditches and sluiceways.
3. The furnishing and operation of pumps, well points, and appliances needed to maintain thorough drainage of the work in a satisfactory manner.

C. Well Point Systems

1. Installation
 - a. The well point system shall be designed and installed by or under the supervision of an organization whose principal business is well pointing and which has at least five consecutive years of similar experience and can furnish a representative list of satisfactory similar operations.
 - b. Well point headers, points and other pertinent equipment shall not be placed within the limits of the excavation in such a manner or location as to interfere with the laying of pipe or trenching operations or with the excavation and construction of other structures.
 - c. Detached observation wells of similar construction to the well points shall be installed at intervals of not less than 50 feet along the opposite side of the excavation from the header pipe and line of well points, to a depth of at least 5 feet below the proposed excavation. In addition, one well point in every 50 feet shall be fitted with a tee, plug and valve so that the well point can be converted for use as an observation well. Observation wells shall be not less than 1-1/2 inches in diameter.
 - d. Standby gasoline or diesel powered equipment shall be provided so that in the event of failure of the operating equipment, the standby equipment can be readily connected to the system. The standby equipment shall be maintained in good order and actuated regularly not less than twice a week.
2. Operation
 - a. Where well points are used, the groundwater shall be lowered and maintained continuously (day and night) at a level not less than 2 feet below the bottom of the excavation. Excavation will not be permitted at a level lower than 2 feet above the water level as indicated by the observation wells.

- b. The effluent pumped from the well points shall be examined periodically by qualified personnel to determine if the system is operating satisfactorily without the removal of fines.
- c. The water level shall not be permitted to rise until construction in the immediate area is completed and the excavation backfilled.

3.03 STORAGE OF MATERIALS

- A. Sod
 - 1. Any sod cut during excavation shall be removed and stored during construction so as to preserve the grass growth. Sod damaged while in storage shall be replaced in like kind at the sole expense of the Contractor.
- B. Topsoil
 - 1. Topsoil suitable for final grading shall be removed and stored separately from other excavated material.
- C. Excavated Materials
 - 1. All excavated materials shall be stored in locations so as not to endanger the work, and so that easy access may be had at all times to all parts of the excavation. Stored materials shall be kept neatly piled and trimmed, so as to cause as little inconvenience as possible to public travel or to adjoining property holders.
 - 2. Special precautions must be taken to permit access at all times to fire hydrants, fire alarm boxes, police and fire department driveways, and other points where access may involve the safety and welfare of the general public.
 - 3.

3.04 DISPOSAL OF MATERIALS

- A. Spoil Material
 - 1. All spoil materials shall be disposed of as required by the local, state or federal regulations pertaining to the area or as described in the Special Provisions or on the Contract Drawings.
 - 2. The surface of all spoil areas shall be graded and dressed and no unsightly mounds or heaps shall be left on completion of the work.

3.05 SHEETING AND BRACING

- A. Installation
 - 1. The Contractor shall furnish, place and maintain such sheeting, bracing and shoring as may be required to support the sides and ends of excavations in such manner as to prevent any movement which could, in any way, injure the pipe, structures, or other work; diminish the width necessary for construction; otherwise damage or delay the work of the Contract; endanger existing structures, pipes or pavements; or cause the excavation limits to exceed the right-of-way limits.

2. In no case will bracing be permitted against pipes or structures in trenches or other excavations.
3. Sheetинг shall be driven as the excavation progresses, and in such manner as to maintain pressure against the original ground at all times. The sheeting shall be driven vertically with the edges tight together, and all bracing shall be of such design and strength as to maintain the sheeting in its proper position. Seepage which carries fines through the sheeting shall be plugged to retain the fines.
4. Where breast boards are used between soldier pile, the boards shall be back packed with soil to maintain support.
5. The Contractor shall be solely responsible for the adequacy of all sheeting and bracing.

B. Removal

1. In general, all sheeting and bracing, whether of steel, wood or other material, used to support the sides of trenches or other open excavations, shall be withdrawn as the trenches or other open excavations are being refilled. That portion of the sheeting extending below the top of a pipe or structural foundation shall not be withdrawn, unless otherwise directed, before more than 6 inches of earth is placed above the top of the pipe or structural foundation and before any bracing is removed. The voids left by the sheeting shall be carefully refilled with selected material and rammed tight with tools especially adapted for the purpose or otherwise as may be approved.
2. The Contractor shall not remove sheeting and bracing until the work has attained the necessary strength to permit placing of backfill.

C. Left in Place

1. If, to serve any purpose of his own, the Contractor files a written request for permission to leave sheeting or bracing in the trench or excavation, the Engineer may grant such permission, in writing, on condition that the cost of such sheeting and bracing be assumed and paid by the Contractor.
2. The Contractor shall leave in place all sheeting, shoring and bracing which are shown on the Contract Drawings or specified to be left in place or which the Engineer may order, in writing, to be left in place. All shoring, sheeting and bracing shown or ordered to be left in place will be paid for under the appropriate item of the Contract. No payment allowance will be made for wasted ends or for portions above the proposed cutoff level which are driven down instead of cut-off.
3. In case sheeting is left in place, it shall be cut off or driven down as directed so that no portion of the same shall remain within 12 inches of the street subgrade or finished ground surface.

3.06 BACKFILLING

A. General

1. All excavations shall be backfilled to the original surface of the ground or to such other grades as may be shown, specified or directed.

2. Backfilling shall be done with suitable excavated materials which can be satisfactorily compacted during refilling of the excavation. In the event the excavated materials are not suitable, Special Backfill as specified or ordered by the Engineer shall be used for backfilling.
4. Any settlement occurring in the backfilled excavations shall be refilled and compacted.

B. Unsuitable Materials

1. Stones, pieces of rock or pieces of pavement greater than 1 cubic foot in volume or greater than 1.5 feet in any single dimension shall not be used in any portion of the backfill.
2. All stones, pieces of rock or pavement shall be distributed through the backfill and alternated with earth backfill in such a manner that all interstices between them shall be filled with earth.
3. Frozen earth shall not be used for backfilling.

C. Compaction and Density Control

1. The compaction shall be as specified for the type of earthwork, i.e., structural, trenching or embankment.
 - a. The compaction specified shall be the percent of maximum dry density.
 - b. The compaction equipment shall be suitable for the material encountered.
2. Where required, to assure adequate compaction, in-place density test shall at the expense of the Contractor be made by an approved testing laboratory.
 - a. The moisture-density relationship of the backfill material shall be determined by ASTM D698, Method D.
 - 1) Compaction curves for the full range of materials used shall be developed.
 - b. In-place density shall be determined by the methods of ASTM D1556 or ASTM D2922 and shall be expressed as a percentage of maximum dry density.
3. Where required, to obtain the optimum moisture content, the Contractor shall add, at his expense, sufficient water during compaction to assure the specified maximum density of the backfill. If, due to rain or other causes, the material exceeds the optimum moisture content, it shall be allowed to dry, assisted if necessary, before resuming compaction or filling efforts.
4. The Contractor shall be responsible for all damage or injury done to pipes, structures, property or persons due to improper placing or compacting of backfill.

3.07 OTHER REQUIREMENTS

- A. Drainage
 - 1. All material deposited in roadway ditches or other water courses shall be removed immediately after backfilling is completed and the section, grades and contours of such ditches or water courses restored to their original condition, in order that surface drainage will be obstructed no longer than necessary.
- B. Unfinished Work
 - 1. When, for any reason, the work is to be left unfinished, all trenches and excavations shall be filled and all roadways, sidewalks and watercourses left unobstructed with their surfaces in a safe and satisfactory condition. The surface of all roadways and sidewalks shall have a temporary pavement.
- C. Hauling Material on Streets
 - 1. When it is necessary to haul material over the streets or pavements, the Contractor shall provide suitable tight vehicles so as to prevent deposits on the streets or pavements. In all cases where any materials are dropped from the vehicles, the Contractor shall clean up the same as often as required to keep the crosswalks, streets and pavements clean and free from dirt, mud, stone and other hauled material.
- D. Dust Control
 - 1. It shall be the sole responsibility of the Contractor to control the dust created by any and all of his operations to such a degree that it will not endanger the safety and welfare of the general public.
 - 2. Calcium chloride and petroleum products shall not be used for dust control.
- E. Test Pits
 - 1. For the purpose of obtaining detail locations of underground obstructions, the Contractor shall make excavations in advance of the work. Payment for the excavations ordered by the Engineer will be made under an appropriate item of the Contract and shall include sheeting, bracing, pumping, excavation and backfilling.

- END OF SECTION -

SECTION 02222
EXCAVATION

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Structure excavation.
- B. Shoring excavations.

1.02 RELATED WORK

- A. Section 01450 - Quality Control.
- B. Section 02211 - Rough Grading.
- C. Section 02226 – Trenching, Backfilling and Embankments.

1.03 REGULATORY REQUIREMENTS

- A. Protect excavations by shoring, bracing, sheet piling, underpinning, or other methods required to prevent cave-in or loose soil from falling into excavation.
- B. Underpin adjacent structures which may be damaged by excavation work, including service utilities and pipe chases.
- C. Notify Engineer of unexpected subsurface conditions and discontinue affected work in area until notified to resume work.
- D. Protect bottom of excavations and soil adjacent to and beneath foundations from frost.
- E. Grade excavation top perimeter to prevent surface water run-off into excavation.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Subsoil: Excavated material, graded free of lumps larger than 12 inches, rocks larger than 12 inches, and debris.
- B. # 57's or # 9's: Mineral aggregate graded 1/4 inch to 5/8 inch, free of soil, subsoil, clay, shale, or foreign matter.

PART 3 - EXECUTION

3.01 PREPARATION

Identify required liens, levels, contours, and datum.

3.02 EXCAVATION

- A. Excavate subsoil required for structure foundations, construction operations, and other work. All excavation shall be unclassified excavation.
- B. Contractor is responsible to adequately brace open cuts and protect workmen and equipment from cave-in.
- C. Remove lumped subsoil, boulders, and rock up to 1/3 cu. yd., measured by volume. Remove larger material under Section 02228.
- D. Correct unauthorized excavation at no cost to Owner.
- E. Fill over-excavated areas under structure bearing surfaces in accordance with direction by Engineer.
- F. Stockpile excavated material in area designated on site.

3.03 FIELD QUALITY CONTROL

Provide for visual inspection of rock surfaces under provisions of Section 01450.

- END OF SECTION -

SECTION 02226**TRENCHING, BACKFILLING AND COMPACTING****PART 1 GENERAL****1.01 SUMMARY**

- A. This Section includes excavation and backfill as required for pipe installation or other construction in the trench, and removal and disposal of water, in accordance with the applicable provisions of the Section entitled "Earthwork" unless modified herein.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION**3.01 EXCAVATION**

- A. The trench excavation shall be located as shown on the Contract Drawings or as specified. Under ordinary conditions, excavation shall be by open cut from the ground surface. Where the depth of trench and soil conditions permit, tunneling may be required beneath cross walks, curbs, gutters, pavements, trees, driveways, railroad tracks and other surface structures. No additional compensation will be allowed for such tunneling over the price bid for open cut excavation of equivalent depths below the ground surface unless such tunnel excavation is specifically provided for in the Contract Documents.
- B. Trenches shall be excavated to maintain the depths as shown on the Contract Drawings or as specified for the type of pipe to be installed.
- C. The alignment and depth shall be determined and maintained by the use of a string line installed on batter boards above the trench, a double string line installed along side of the trench or a laser beam system.
- D. The minimum width of trench excavation shall be 6-inches on each side of the pipe hub for 21-inch diameter pipe and smaller and 12-inches on each side of the pipe hub for 24-inch diameter pipe and larger.
- E. Trenches shall not be opened for more than 300 feet in advance of pipe installation nor left unfilled for more than 100 feet in the rear of the installed pipe when work is in progress without the consent of the Engineer. Open trenches shall be protected and barricaded as required.
- F. Bridging across open trenches shall be constructed and maintained where required.

3.02 SUBGRADE PREPARATION FOR PIPE

- A. Where pipe is to be laid on undisturbed bottom of excavated trench, mechanical excavation shall not extend lower than the finished subgrade elevation at any point.

- B. Where pipe is to be laid on special granular material the excavation below subgrade shall be to the depth specified or directed. The excavation below subgrade shall be refilled with special granular material as specified or directed, shall be deposited in layers not to exceed 6 inches and shall be thoroughly compacted prior to the preparation of pipe subgrade.
- C. The subgrade shall be prepared by shaping with hand tools to the contour of the pipe barrel to allow for uniform and continuous bearing and support on solid undisturbed ground or embedment for the entire length of the pipe.
- D. Pipe subgrade preparation shall be performed immediately prior to installing the pipe in the trench. Where bell holes are required they shall be made after the subgrade preparation is complete and shall be only of sufficient length to prevent any part of the bell from becoming in contact with the trench bottom and allowing space for joint assembly.

3.03 STORAGE OF MATERIALS

- A. Traffic shall be maintained at all times in accordance with the applicable Highway Permits. Where no Highway Permit is required at least one-half of the street must be kept open for traffic.
- B. Where conditions do not permit storage of materials adjacent to the trench, the material excavated from a length as may be required, shall be removed by the Contractor, at his cost and expense, as soon as excavated. The material subsequently excavated shall be used to refill the trench where the pipe had been built, provided it be of suitable character. The excess material shall be removed to locations selected and obtained by the Contractor.
 - 1. The Contractor shall, at his cost and expense, bring back adequate amounts of satisfactory excavated materials as may be required to properly refill the trenches.
- C. If directed by the Engineer, the Contractor shall refill trenches with select fill or other suitable materials and excess excavated materials shall be disposed of as spoil.

3.04 REMOVAL OF WATER AND DRAINAGE

- A. The Contractor shall at all times provide and maintain proper and satisfactory means and devices for the removal of all water entering the trench, and shall remove all such water as fast as it may collect, in such manner as shall not interfere with the prosecution of the work.
- B. The removal of water shall be in accordance with the Section entitled "Earthwork".

3.05 PIPE EMBEDMENT

- A. All pipe shall be protected from lateral displacement and possible damage resulting from superimposed backfill loads, impact or unbalanced loading during backfilling operations by being adequately embedded in suitable pipe embedment material. To ensure adequate lateral and vertical stability of the installed pipe during pipe jointing and embedment operations, a sufficient amount of the pipe embedment material to hold the pipe in rigid alignment shall be uniformly deposited and thoroughly compacted on each side, and back of the bell, of each pipe as laid.
- B. Concrete cradle and encasement of the class specified shall be installed where and as shown on the Contract Drawings or ordered by the Engineer. Before any concrete is placed, the pipe shall be securely blocked and braced to prevent movement or flotation. The concrete cradle or encasement shall extend the full width of the trench as excavated unless otherwise authorized by the Engineer. Where concrete is to be placed in a sheeted trench it shall be

poured directly against sheeting to be left in place or against a bond-breaker if the sheeting is to be removed.

C. Embedment materials placed above the centerline of the pipe or above the concrete cradle to a depth of 12 inches above the top of the pipe barrel shall be deposited in such manner as to not damage the pipe. Compaction shall be as required for the type of embedment being installed.

3.06 BACKFILL ABOVE EMBEDMENT

A. The remaining portion of the pipe trench above the embedment shall be refilled with suitable materials compacted as specified.

1. Where trenches are within the ditch-to-ditch limits of any street or road or within a driveway or sidewalk, or shall be under a structure, the trench shall be refilled in horizontal layers not more than 8 inches in thickness, and compacted to obtain 95% maximum density, and determined as set forth in the Section entitled "Earthwork".
2. Where trenches are in open fields or unimproved areas outside of the ditch limits of roads, the backfilling may be by placing the material in the trench and mounding the surface.
3. Hand tamping shall be required around buried utility lines or other subsurface features that could be damaged by mechanical compaction equipment.

B. Backfilling of trenches beneath, across or adjacent to drainage ditches and water courses shall be done in such a manner that water will not accumulate in unfilled or partially filled trenches and the backfill shall be protected from surface erosion by adequate means.

1. Where trenches cross waterways, the backfill surface exposed on the bottom and slopes thereof shall be protected by means of stone or concrete rip-rap or pavement.

C. All settlement of the backfill shall be refilled and compacted as it occurs.

D. Temporary pavement shall be placed as specified in the Section entitled "Restoration of Surfaces".

-END OF SECTION-

SECTION 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 --

SECTION 02270

SLOPE PROTECTION AND EROSION CONTROL

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The Contractor shall do all work and take all measures necessary to control soil erosion resulting from construction operations, shall prevent the flow of sediment from the construction site, and shall contain construction materials (including excavation and backfill) within his protected working area so as to prevent damage to adjacent property.
- B. The Contractor shall not employ any construction method that violates a rule, regulation, guideline or procedure established by Federal, State or local agencies having jurisdiction over the environmental effects of construction. The Contractor shall be responsible for obtaining all associated permits.
- C. Pollutants such as chemicals, fuels, lubricants, bitumen, raw sewage and other harmful waste shall not be discharged into or alongside of any body of water or into natural or man-made channels leading thereto.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Temporary Slope Protection and Erosion Control:

Bales may be hay or straw, and shall be reasonably clean and free of noxious weeds and deleterious materials. Filter fabric for sediment traps shall be of suitable materials acceptable to the Engineer.

- B. Permanent Slope Protection and Erosion Control:

On slopes 2H:1V and steeper, and where shown on the drawings place Type A Dumped Rock Fill with a 24-inch minimum thickness over non-woven geotextile filter fabric.

PART 3 - EXECUTION

3.01 METHODS OF CONSTRUCTION

- A. The Contractor shall use any of the acceptable methods necessary to control soil erosion and prevent the flow of sediment to the maximum extent possible. These methods shall include, but not be limited to, the use of water diversion structures, diversion ditches and settling basins.
- B. Construction operations shall be restricted to the areas of work indicated on the Drawings and to the area which must be entered for the construction of temporary or permanent facilities. The Engineer has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing, excavation, borrow and fill operations and to direct the Contractor to provide immediate permanent or temporary pollution control measures to prevent contamination of the wetlands and adjacent watercourses. Such work may involve the construction of temporary berms, dikes, dams, sediment basins, slope drains, and use of temporary mulches, mats, or other control devices or methods as necessary to control erosion.

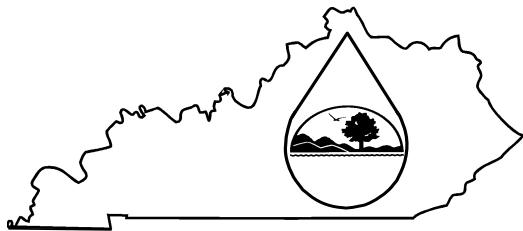
- C. Excavated soil material shall not be placed adjacent to the wetlands or watercourses in a manner that will cause it to be washed away by high water or runoff. Earth berms or diversions shall be constructed to intercept and divert runoff water away from critical areas. Diversion outlets shall be stable or shall be stabilized by means acceptable to the Engineer. If for any reason construction materials are washed away during the course of construction, the Contractor shall remove those materials from the fouled areas as directed by the Engineer.
- D. For work within easements, all materials used in construction such as excavation, backfill, roadway, and pipe bedding and equipment shall be kept within the limits of the easements.
- E. The Contractor shall not pump silt-laden water from trenches or other excavations into the wetlands, or adjacent watercourses. Instead, silt-laden water from his excavations shall be discharged within areas surrounded by baled hay or into sediment traps to ensure that only sediment-free water is returned to the watercourses. Damage to vegetation by excessive watering or silt accumulation in the discharge area shall be avoided.
- F. Prohibited construction procedures include, but are not limited to, the following:
 - 1. Dumping of spoil material into any streams, wetlands, surface waters, or unspecified locations.
 - 2. Indiscriminate, arbitrary, or capricious operation of equipment in wetlands or surface waters.
 - 3. Pumping of silt-laden water from trenches or excavations into surface waters, or wetlands.
 - 4. Damaging vegetation adjacent to or outside of the construction area limits.
 - 5. Disposal of trees, brush, debris, paints, chemicals, asphalt products, concrete curing compounds, fuels, lubricants, insecticides, washwater from concrete trucks or hydroseeders, or any other pollutant in wetlands, surface waters, or unspecified locations.
 - 6. Permanent or unauthorized alteration of the flow line of any stream.
 - 7. Open burning of debris from the construction work.
- G. Any temporary working roadways required shall be clean fill approved by the Engineer. In the event fill is used, the Contractor shall take every precaution to prevent the fill from mixing with native materials of the site. All such foreign fill materials shall be removed from the site following construction.

3.02 EROSION CHECKS

The Contractor shall furnish and install baled hay or straw erosion checks in all locations indicated on the Drawings, surrounding the base of all deposits of stored excavated material outside of the disturbed area, and where indicated by the Engineer. Checks, where indicated on the Drawings, shall be installed immediately after the site is cleared and before trench excavation is begun at the location indicated. Checks located surrounding stored material shall be located approximately 6 ft. from that material. Bales shall be held in place with two 2 in. by 2 in. by 3 ft. wooden stakes. Each bale shall be butted tightly against the adjoining bale to preclude short circuiting of the erosion check.

- END OF SECTION -

KPDES FORM NOI-SW



Kentucky Pollutant Discharge Elimination System
(KPDES)
Notice of Intent (NOI)
for Storm Water Discharges
Associated with Industrial Activity Under the
KPDES General Permit

Submission of this Notice of Intent constitutes notice that the party identified in Section I of this form intends to be authorized by a KPDES permit issued for storm water discharges associated with industrial activity. Becoming a permittee obligates such discharger to comply with the terms and conditions of the permit.

ALL NECESSARY INFORMATION MUST BE PROVIDED ON THIS FORM (See Instructions on back)

I. Facility Operator Information

Name:		Phone:	
Address:		Status of Owner/Operator:	

City, State, Zip Code:

II. Facility/Site Location Information

Name:			
Address:			
City, State, Zip Code:			
County:			
Site Latitude: (degrees/minutes/seconds)		Site Longitude: (degrees/minutes/seconds)	

III. Site Activity Information

MS4 Operator Name:				
Receiving Water Body:				
Are there existing quantitative data?	Yes <input type="checkbox"/> If Yes, submit with this form. No <input type="checkbox"/>			
SIC or Designated Activity Code Primary	2nd	3rd	4th	
If this facility is a member of a Group Application, enter Group Application Number:				
If you have other existing KPDES Permits, enter Permit Numbers:				

IV. Additional Information Required FOR CONSTRUCTION ACTIVITIES ONLY

Project Start Date:	Completion Date:
Estimated Area to be disturbed (in acres):	
Is the Storm Water Pollution Prevention Plan in Compliance with State and/or Local Sediment and Erosion Plans?	

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.	
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Printed or Typed Name:	
Signature:	Date:

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

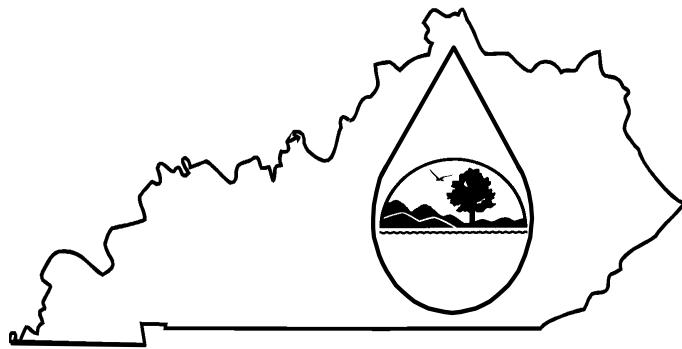
Federal statutes provide for severe penalties for submitting false information on this application form. Federal regulations require this application to be signed as follows:

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 02310
PIPE AND FITTINGS FOR SANITARY SEWERS

PART 1 - GENERAL

1.01 WORK INCLUDED

The Contractor shall furnish all labor, material, and equipment necessary to install gravity and pressure sewer piping together with all appurtenances as shown and detailed on the Drawings and specified herein. THE CONTRACTOR WILL BE PERMITTED TO LAY PIPE AND MAKE SERVICE CONNECTIONS ONLY WHEN THE ENGINEER OR HIS REPRESENTATIVE IS PRESENT.

1.02 RELATED WORK

- A. Section 02220 - Earthwork.
- B. Section 02226 - Trenching, Backfilling and Compacting.
- C. Section 02330 - Manholes, Frames and Covers.
- D. Section 02340 - Encasement Pipe.

1.03 REFERENCES

- A. AWWA C104.
- B. AWWA C111.
- C. AWWA C151.
- D. ASTM C443.
- E. ASTM C478.
- F. ASTM D1785 and D1784.
- G. ASTM D2467
- H. ASTM D2564.

PART 2 - PRODUCTS

2.01 PIPE AND FITTINGS

- B. Polyvinyl Chloride (PVC) Gravity Sewer:
 - 1. Polyvinyl chloride (PVC) pipe and fittings, 4 to 15 inch in diameter, for gravity sewers shall conform to the requirements of ASTM specification D-3034 (SDR 35), current approval, "Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings." Minimum pipe stiffness shall be 26.

2. Polyvinyl chloride (PVC) pipe and fittings, 18 inch to 27 inch in diameter shall conform to the requirements of ASTM specification F679, current approval.
3. Joints for PVC pipe shall be of the elastomeric gasket type and installed per the manufacturer's recommendations. Pipe that has been field cut must be beveled for insertion into gasketed joints. Bevel can be made with hand or power tool. In either case, the finished bevel should be the same as the factory bevel. All pipe shall be provided with home marks to insure proper gasket seating. Gasket material shall comply with the physical requirements specified in ASTM D-1869, C-361, C-433, current approval.
4. Fittings for service connections shall be of the factory made inline type conforming with the requirements of ASTM specification D-3034, current approval. Saddle type fittings shall not be used.
5. PVC sewer pipe shall be supplied in standard lengths of at least 12'6". Longer lengths are permitted.
6. PVC sewer pipe shall be marked with the manufacturer's name, production lot number, ASTM designation, PVC, and the nominal diameter.
7. All underground piping shall have a metallic tape laid 2 foot above the pipe. The tape shall have the word "Caution" printed on it and shall identify the pipe use. Product shall be Seton Name Plate Corp., New Haven, CT, No. 210, or equal.
8. Five copies of directions for handling and installation of pipe per the manufacturer's directions shall be furnished the Contractor at the first delivery of the pipe to the job.

3 - EXECUTION

3.01 SHORING, SHEETING, AND BRACING OF EXCAVATION

- A. Where unstable material is encountered or where the depth of excavation in earth exceeds five (5) feet, the sides of the trench or excavation shall be supported by substantial sheeting, bracing, and shoring, or the sides sloped to the angle of repose. Sloping the sides of the ditch to the angle will not be permitted in streets, roads, narrow rights-of-way or other constricted areas unless otherwise specified. The design and installation of all sheeting, sheet piling, bracing and shoring shall be based on computations of pressure exerted by the materials to be retained under obtaining conditions. Adequate and proper shoring of all excavations shall be the entire responsibility of the Contractor; however, the Engineer may require the submission of shoring plans (accompanied by supporting computations) for approval prior to the Contractor undertaking any portion of the work. The standards of the Federal Occupational Safety and Health Act and the Kentucky Labor Cabinet shall be followed.
- B. Foundations, adjacent to where the excavation is to be made below the depth of the existing foundation, shall be supported by shoring, bracing or underpinning as long as the excavation shall remain open, or thereafter if required to ensure the stability of the structure supported by the foundation, and the Contractor shall be held strictly responsible for any damage to said foundations.

- C. Solid sheeting will be required for wet or unstable material. It shall consist of continuous vertical sheet piling of timber or steel with suitable wales and braces.
- D. Care shall be taken to avoid excessive backfill loads on the completed pipelines and the trench width requirements at the level of the crown of the pipe and at the level of a road or street be strictly observed.
- E. Trench sheeting shall not be removed until sufficient backfill has been placed to protect the pipe.
- F. All sheeting, planking, timbering, bracing and bridging shall be placed, renewed and maintained as long as is necessary.

3.02 PIPE BEDDING - GRAVITY SEWERS

- A. All gravity sewer pipe shall be laid on a bed of granular material except when a concrete encasement situation occurs. All pipe bedding material shall be No. 9 crushed stone aggregate and shall be placed to a depth of 4" in an earth trench and 6" in a rock trench. The Contractor will not be permitted to use dense graded aggregate material for pipe bedding.
- B. Pipe bedding shall be graded to provide for a uniform and continuous support beneath the pipe at all points.
- C. After each pipe has been brought to grade, aligned, and placed in final position No. 9 crushed stone aggregate material shall be deposited and densified to a minimum density of 90% Standard Proctor per AASHTO T-99 under the pipe haunches and on each side of the pipe to the trench wall up to the spring line of the pipe to prevent lateral displacement and hold the pipe in proper position during subsequent pipe jointing, bedding, and backfilling operations.
- D. In wet, yielding and mucky locations where pipe is in danger of sinking below grade or floating out of grade or line, or where backfill materials are of such a fluid nature that such movements of pipe might take place during the placing of the backfill, the pipe must be weighted or secured permanently in place by such means as will prove effective.
- E. Where an unstable (i.e., water, mud, etc.) trench bottom is encountered, stabilization of the trench bottom is required. This is to be accomplished by undercutting the trench depth and replacing to grade with a foundation of crushed stone aggregate. The depth of the foundation is dependent upon the severity of the trench bottom. The size of stone aggregate used in the foundation will be determined by the condition of the unstable material. Once the trench bottom has been stabilized, the required No. 9 crushed stone aggregate bedding material can be placed. No compensation for Crushed Stone for Pipe Foundation will be made.
- F. It should be noted that no pipe shall be laid on solid or blasted rock.

3.03 PIPE LAYING

- A. The pipe shall be protected during handling against impact shocks and free fall. Care shall be taken to avoid dragging the spigot ring on the ground or allowing it to be damaged by contact with gravel, crushed stone, or other hard objects.
- B. After being delivered alongside the trench, the pipe shall be carefully examined for soundness or damage. No piece of pipe or fitting which is known to be defective shall be laid or placed in the lines. If any defective pipe or fitting shall be discovered after the pipe is laid, it shall be removed and replaced with a satisfactory pipe or fitting without additional charge. Before each piece of pipe is lowered into the trench, it shall be thoroughly cleaned out. Each piece of pipe shall be

lowered separately unless special permission is given otherwise by the Engineer. In case a length of pipe is cut to fit in a line, it shall be so cut as to leave a smooth end at right angles to the longitudinal axis of the pipe.

- C. The bell and spigot of the joint shall be cleaned of dirt and foreign matter immediately prior to jointing. The contact surfaces shall be coated with the lubricant, primer or adhesive recommended by the pipe pushed together until the joint snaps distinctly in place. The pushing together of the pipe may be done by hand or by the use of a bar.
- D. All pipe shall be laid straight between changes in alignment and at uniform grade between changes in grade. When jointed in the trench the pipe shall form a true and smooth line.
- E. Trenches shall be kept dry during pipe laying. Before pipe laying is started, all water that may have collected in the trench shall be removed.
- F. All pipe shall be laid starting at the lowest point and installed so that the spigot ends point in the direction of the flow.

3.04 PIPE BACKFILLING

- A. Backfilling is defined as that material which is placed over the gravity sewer from the spring line to a predetermined point above the top of the pipe according to various backfilling situation as defined in Section C, this article. The material shall be No. 9 crushed stone aggregate and may be machine placed without compaction. Uneven places in the backfill shall be leveled by hand.
- B. Final Backfill: There are four cases where the method of final backfilling varies. The various cases and trench situations are as follows:
 - 1. Case I: Areas not subject to vehicular traffic.
 - 2. Case II: Gravel areas subject to light vehicular traffic such as residential driveways; church and commercial parking lots and entrances; and farm drives.
 - 3. Case III: City and County gravel roads; gravel and bituminous road shoulders; all bituminous surface areas such as City and County streets, residential driveways, church and commercial parking lots, and entrances; City and County road shoulders.
 - 4. Case IV: State maintained streets and road; road shoulders for State roads and streets.
- C. In all cases, walking or working on the completed pipeline, except as may be necessary in backfilling, will not be permitted until the trench has been backfilled to a point 12 inches above the top of the pipe. The method of final backfilling for each of the above cases is as follows:
 - 1. Case I - The trench shall be backfilled from a point 6"(12" for a rock trench) above the top of the pipe to a point 8" below the surface of the ground with earth material free from large rock over 0.3 cubic feet, acceptable to the Engineer. The remainder of the trench to existing grade shall be backfilled with earth material reasonably free of any rocks.
 - 2. Case II - The trench shall be backfilled from a point 6" (12" for a rock trench) above the top of the pipe to a point 12" below the surface of the ground with Class I (No. 9 crushed stone aggregate) material. The trench shall be tamped to assure maximum

possible compaction (approximately 80 to 85 percent of Standard Proctor density). Extreme care shall be exercised to prevent damage to the pipe during tamping operation. The remainder of the trench to existing grade shall be backfilled with Class II (dense graded aggregate) material with the material being mounded over the trench. The trench shall be tamped again to assure additional compaction. The trench may be left with a slight mound if permitted by the Engineer.

Class I material used and method of backfilling used in this case is not a separate pay item and is considered incidental to the work for the item "Sewer Main."

Class II material used in this method of backfill is not a separate pay item and is considered incidental to the work for the item "Sewer Main."

Sufficient stockpiles of Class II material shall be placed throughout the project area to insure immediate replacement by the Contractor of any settled areas. The Contractor shall maintain the trench and replace or fill any settled areas until the section of main is accepted by the Owner. No extra payment will be made for the filling in of settled areas by the Contractor. Earth material shall not be used in this Case for backfill material.

3. Case III - The trench shall be backfilled from a point 6" (12" for a rock trench) above the top of pipe to the height indicated in the "City and County Maintained Streets, Roads and Driveway Pavement Replacement" detail with Class I (No. 9 crushed stone aggregate) material. Said material shall be tamped as described for Case II. A 12-inch layer of Class II (dense graded aggregate) material shall be placed over the compacted backfill before bituminous or concrete surface is placed as shown in the previously mentioned details. The 12-inch layer of Class II material is NOT a separate pay item but such expense will be borne by the Contractor and is considered incidental to the bid items "Bituminous or Concrete Surface Replacement". Also considered incidental is all temporary stone required for a temporary surface between backfilling and pavement replacement.

Sufficient stockpiles of Class II material shall be placed throughout the project area to insure immediate replacement by the Contractor of any settled areas. The Contractor shall maintain the trench and replace or fill any settled areas with crushed stone until the section of main is accepted by the Owner or until the final bituminous or concrete surface is placed over the trench. No extra payment will be made for the filling in of settled areas by the Contractor. Class II material used in this method of backfill is considered incidental and as a support item under the item "Bituminous Surface Replacement" or "Concrete Surface Replacement" at its unit price.

Class I material used for backfilling is not a separate pay item and is considered incidental to the bid item "Sewer Main."

4. Class IV- The trench shall be backfilled from the spring line to a point 1 foot above the top of the pipe with earth material free from rock and acceptable to the Engineer, it shall be carefully and solidly tamped by approved mechanical methods. The remainder of the trench shall be backfilled to the height indicated in the "State Maintained Streets and Roads Pavement Replacement Detail" in the Contract Drawings, with material free from rock and acceptable to the Engineer; said material shall be mechanically tamped in approximately 6 inch layers to obtain the maximum possible compaction. The backfilling method is NOT a separate pay item. A 12 inch layer of dense graded aggregate shall be placed over the compacted earth backfill when a bituminous or concrete surface street or road has been trenched. The 12 inch layer of stone is not a separate pay item but such expense will be borne by the Contractor.

- D. Excavated materials from trenches and tunnels, in excess of quantity required for trench backfill, shall be disposed of by the Contractor. The Contractor may contact the Owner regarding the location of a suitable disposal site; however, if the Owner cannot recommend a site, it shall be the responsibility of the Contractor to obtain locations or permits for the disposal of the waste material. Unit prices for the various pipe sizes shall include the cost of disposing of excess excavated materials, as set forth herein, no additional compensation being allowed for hauling or overhaul.

3.05 CONNECTION TO EXISTING MANHOLES

- A. The Contractor shall connect all proposed piping to existing PVC stubs or manhole walls. Connection to existing stubs must conform to the lines and grades as shown on the Plans. Connection to each existing manhole will be made with a waterproof elastomeric seal cast in the manhole wall as specified in Section 02330, Part 2.07.
- B. All materials, accessories, and construction methods used in making the joints shall be supplied or approved by the manufacturer of the premolded elastomeric-sealed joint.
- C. The Contractor shall furnish to the Engineer the manufacturer's written instructions for installation and certification that the product will perform satisfactorily under the conditions of the intended application prior to such installation.
- D. Contractor shall construct a concrete cradle under each manhole connection as shown on the Drawings for a standard manhole.

3.06 SERVICE LATERALS

- A. Low pressure air testing, deflection testing, bedding, and backfill, including compaction of materials shall be completed by the contractor and approved by the engineer or his representative, prior to connection of the service laterals to the main.
- B. The contractor shall be responsible for providing temporary wastewater collection and disposal service as required. Discharges of sewage of any nature will not be permitted. Interruption of sanitary sewer service will not be permitted. The contractor will be permitted to dispose of collected sanitary sewage at the owner's wastewater treatment plant. The costs of providing temporary wastewater collection and disposal service including all labor, materials, and equipment, shall be included in the contract unit price for pipe.
- C. The Contractor shall provide a new service wye, piping, fittings, and adapters necessary to construct a new service connection both horizontally and vertically as measured a minimum of 15 feet from the center line of the new main to the existing service lateral. The service wye, piping and fittings from the main to the point of service connection shall be low pressure air tested as defined in 3.06A above. All fittings, cleanouts, watertight plugs and accessories shall be as manufactured and furnished by the pipe supplier and have bell and spigot configurations compatible with that of the pipe. Connections to the existing service lateral shall be watertight, and are subject to testing requirements for pipe as specified hereinbefore if deemed necessary by the Engineer or his representative.

3.07 UTILITY CROSSING CONCRETE ENCASEMENT

- A. At locations shown on the Contract Drawings, required by the Specifications, or as directed by the Engineer, concrete encasement shall be used when the clearance between the proposed sanitary sewer pipe or force main and any existing utility pipe is eighteen (18) inches or less. Utility pipe includes underground water, gas, telephone and electrical conduit, storm sewers, and any other pipe as determined by the Engineer.

- B. There are two cases of utility crossing encasement. Case I is applicable when the proposed sanitary sewer line is below the existing utility line. Case II is applicable when the proposed sanitary sewer line is laid above the utility line. In either case, the concrete shall extend to at least the spring line of each pipe involved.
- C. Concrete shall be Class B (3000 psi) and shall be mixed sufficiently wet to permit it to flow between the pipes to form a continuous bridge. In tamping the concrete, care shall be taken not to disturb the grade or line of either pipe or damage the joints.
- D. Concrete is not a separate pay item and will be considered incidental to gravity sewer installation.

3.08 BITUMINOUS PAVEMENT REPLACEMENT

- A. Sections of pavement shall be replaced as required to install the pipelines under the work of this Section. Disturbed pavement shall be reconstructed to original lines and grades with bituminous binder as detailed on the Drawings and in such manner as to leave all such surfaces in fully as good or better condition than that which existed prior to these operations.
- B. Prior to trenching, the pavement shall be scored or cut to straight edges along each side of the proposed trench to avoid unnecessary damage to the remainder of the paving. Edges of the existing pavement shall be recut and trimmed as necessary to square, straight edges after the pipe has been installed and prior to placement of the binder course.
- C. Backfilling of trenches shall be in accordance with the applicable portions of Section 02226.
- D. Bituminous concrete binder shall be one course construction in accordance with applicable provisions of the Kentucky Department of Highways Standard Specifications, Section 402. Placement and compaction of binder course shall be in accordance with Section 402 of the Kentucky Department of Highways Standard Specifications. Minimum thickness after compaction shall be as shown on the Drawings.

3.09 CRUSHED STONE BACKFILL

- A. The Class I granular material used in Case II and Case III backfill situations shall be No. 9 Crushed Stone aggregate (No. 9 Stone). Granular material will be paid for as a separate bid item.
- B. The twelve inches (12") of crushed stone backfill that is required in "City and County Maintained Streets, Roads and Driveway Pavement Replacement" or "State Maintained Streets and Roads Pavement Replacement" will not be paid for under the provisions of this article.

3.10 CRUSHED STONE SURFACE REPLACEMENT

The Class II granular material used in Case II backfill situations shall be dense graded aggregate (D.G.A.). Granular material will be paid for at the unit price per linear foot under the pay item "Crushed Stone Surface Replacement".

3.11 TESTING OF GRAVITY SEWER LINES

- A. After the gravity piping system has 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. If necessary during the process of rodding the system, water shall be turned into the system in such quantities to carry off the dirt, debris and trash.

B. During the final inspection, the Engineer will inspect each individual line, from manhole to manhole, either by use of lights, television 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.

1. Deflection Test

- a. The Engineer may require deflection tests be performed on all flexible pipe. The test shall be conducted after the final backfill has been in place at least 30 days to permit stabilization of the soil-pipe system.
- b. No pipe shall exceed a deflection of 5 percent. If deflection exceeds 5 percent, replacement or correction shall be accomplished at the Contractor's expense.
- c. The rigid ball or mandrel used for the deflection test shall have a diameter not less than 95 percent of the base inside diameter or of the pipe. The pipe shall be measured in compliance with ASTM D 2122 Standard Test Method of Determining Dimensions of Thermoplastic Pipe and Fittings. The test shall be performed without mechanical pulling devices. The Contractor shall thoroughly clean the line prior to the deflection test.

- 2. The test shall be conducted as construction of the main progresses from manhole to manhole in accordance with Section 02310, Paragraph 3.06
- 3. 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 satisfactorily corrected otherwise, shall be removed and replaced at the Contractor's expense.

C. The pipe line shall be made as nearly watertight as practicable, and leakage tests and measurements shall be made if required by the Engineer. The Contractor shall be responsible for providing temporary wastewater collection and disposal until a satisfactory leakage test is obtained. All apparatus and equipment required for testing shall be furnished by the Contractor and the cost shall be included in the unit price bid for pipe.

- 1. The Engineer may require the Contractor to smoke test the first section (manhole to manhole) of each size of pipe and type of joint prior to backfilling, to establish and check laying and jointing procedures. The test shall consist of smoke blown into closed-off sections of sewer under pressure and observing any smoke coming from the pipe line indicating the presence of leaks. Other supplementary smoke tests prior to backfilling may be performed by the Contractor at his option; however, any such tests shall not supplant the final tests of the completed work unless such final tests are waived by the Engineer.
- 2. Where the groundwater level is more than 1 foot above the top of the pipe at its upper end, the Contractor shall conduct either infiltration tests or low pressure air test on the completed pipeline.
- 3. Where the groundwater level is less than 1 foot above the top of the pipe at its upper end, the Contractor shall conduct either exfiltration tests or low pressure air tests on the completed pipeline.

D. Low pressure air tests shall be made using equipment specifically designed and manufactured for the purpose of testing sewer lines using low pressure air. The equipment shall be provided with an air regulator valve or air safety valve so set that the internal pressure in the pipeline

cannot exceed 8 psig. The contractor will be required to conduct a low-pressure air test on the completed main and service connections before making the service connections and placing the line in service. Continuous sanitary sewer service shall be provided by the contractor.

1. The test shall be made on each manhole-to-manhole section of pipeline after placement of the backfill. The Engineer or his designated representative must be present to witness each satisfactory air test before it will be accepted as fulfilling the requirements of these specifications.
2. Pneumatic plugs shall have a sealing length equal to or greater than the diameter of the pipe to be tested. Pneumatic plugs shall resist internal test pressures without requiring external bracing or blocking.
3. Low pressure air passing through a single control panel, shall be introduced into the sealed line until the internal air pressure reaches 4 psig greater than the maximum pressure exerted by groundwater that may be above the invert of the pipe at the time of test. However, the internal air pressure in the sealed line shall not be allowed to exceed 8 psig. When the maximum pressure exerted by the groundwater is greater than 4 psig, the Contractor shall conduct only an infiltration test.
4. At least two minutes shall be allowed for the air pressure to stabilize in the section under test. After the stabilization period the low-pressure air supply hose shall be quickly disconnected from the control panel. The time required in minutes for the pressure in the section under test to decrease from 3.5 to 2.5 psig (greater than the maximum pressure exerted by groundwater that may be above the invert of the pipe) shall not be less than that shown in the following table:

<u>Pipe in Diameter in Inches</u>	<u>Minutes</u>
4	2.5
6	4.0
8	5.0
10	6.5
12	7.5
15	9.5

5. When the sewer section to be tested contains more than one size of pipe, the minimum allowable time shall be based on the largest diameter pipe in the section, and shall be the time shown in the table reduced by 0.5 minutes.

E. Infiltration tests shall be made after underdrains, if present, have been plugged and other groundwater drainage has been stopped such that the groundwater is permitted to return to its normal level insofar as practicable.

1. Upon completion of a section of the pipeline, the line shall be dewatered and a satisfactory test conducted to measure infiltration for at least 24 hours. The amount of infiltration, including pipe, manholes, tees and connections, shall not exceed 50 gallons per nominal inch diameter per mile of sewer per 24 hours.
2. The rate of leakage from the sewers shall be determined by measuring the amount of water required to maintain the level 2 feet above the top of the pipe.

F. Exfiltration tests which subject the pipeline to an internal pressure, shall be made by plugging the pipe at the lower end and then filling the line and manholes with clean water to a height of 2

feet above the top of the sewer at its upper end. Where conditions between manholes may result in test pressures which would cause leakage at the plugs or stoppers in branches, provisions shall be made by suitable ties, braces and wedges to secure the plugs against leakage resulting from the test pressure.

1. The rate of leakage from the sewers shall be determined by measuring the amount of water required to maintain the level 2 feet above the top of the pipe.
2. Leakage from the sewers under test shall not exceed the requirements for leakage into sewers as hereinbefore specified.

G. The Contractor shall furnish suitable test plugs, water pumps, and appurtenances, and all labor required to properly conduct the tests. Suitable bulkheads shall be installed, as required, to permit the test of the sewer. The Contractor shall construct weirs or other means of measurements as may be necessary.

H. Should the sections under test fail to meet the requirements, the Contractor shall do all work of locating and repairing the leaks and retesting as the Engineer may require without additional compensation.

I. If in the judgement of the Engineer, it is impracticable to follow the foregoing procedures for any reason, modifications in the procedures shall be made as required and as acceptable to the Engineer, but in any event, the Contractor shall be responsible for the ultimate tightness of the line within the above test requirements.

3.12 PLACEMENT OF IDENTIFICATION TAPE

- A. The placement of detectable underground marking tape shall be installed over all utility lines. Care shall be taken to insure that the buried marking tape is not broken when installed and shall be Lineguard brand encased aluminum foil, Type III. The identification tape is manufactured by Lineguard, Inc., P. O. Box 426, Wheaton, IL 60187.
- B. The identification tape shall bear the printed identification of the utility line below it, such as "CAUTION - BURIED SEWER LINE BELOW". Tape shall be reverse printed, surface printing will not be acceptable. The tape shall be visible in all types and colors of soil and provide maximum color contrast to the soil. The tape shall meet the APWA color code, and shall be two (2) inches in width. Colors are: yellow - gas, green - sewer, red - electric, blue - water, orange - telephone, brown - force main.
- A. The tape shall be the last equipment installed in the ditch so as to be first out. The tape shall be buried 4 - 6 inches below top of grade. After trench backfilling, the tape shall be placed in the backfill and allowed to settle into place with the backfill. The tape may be plowed in after final settlement, installed with a tool during the trench backfilling process, unrolled before final restoration or installed in any other way acceptable to the Owner or his agent or Engineer.

- END OF SECTION -

SECTION 02340**ENCASEMENT PIPE****PART 1 - GENERAL****1.01 WORK INCLUDED**

The Contractor shall furnish all labor, materials, tools and equipment necessary to complete the borings as shown on the Contract Drawings and as herein specified.

1.02 AMERICAN IRON AND STEEL

The Consolidated Appropriations Act of 2014 (Public Law 113-76) includes an "American Iron and Steel (AIS)" requirement that requires Drinking Water State Revolving Fund and Clean Water State Revolving Fund assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works.

PART 2 - PRODUCTS**2.01 MATERIAL**

A. The pipe shall be steel, new material, with a minimum yield of 35,000 psi and a wall thickness as shown below. All joints in the encasement pipe shall be welded.

TABLE OF MINIMUM WALL THICKNESS FOR STEEL CASING PIPE

MINIMUM THICKNESS <u>INCHES</u>	NOMINAL DIAMETER <u>INCHES</u>
0.250	4 thru 14
0.250	14 and 16
0.250	18
0.281	20
0.312	22
0.344	24
0.375	26
0.406	28 and 30
0.438	32
0.469	34 and 36
0.500	38, 40 and 42

B. The steel casing pipe for all highway crossings shall be as follows:

<u>CARRIER PIPE SIZE</u>	<u>CASING PIPE SIZE</u>
4"	10"
6"	14"
8"	16"
10"	18"
12"	20"
15"	24"

C. Welding of the steel casing pipe shall be solidly butt-welded with a smooth non-obstructing joint inside and conform to all specifications as required by American Welding Society (AWS). The casing pipe shall be installed without bends. All welders and welding operators shall be qualified as prescribed by AWS requirements.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Where shown on the Drawings, the Contractor shall install encasement pipe by two methods the open cut method or the boring method. The open-cut method shall consist of placing the encasement pipe in the trench first then the carrier pipe is placed inside of the encasement pipe. All backfilling shall be in accordance with Section 2700, Article 3.05. Two methods of boring will be permitted. In the first, the encasement pipe is pushed or jacked into the hole as the auger cuts out the material. The second method consists of drilling the hole completely through the fill and pushing or jacking the encasement pipe into the hole after the auger has completed the bore. The pipe shall be installed in a manner that will not disrupt traffic.

B. The carrier pipe will not be permitted to rest on bells or couplings. Polyethylene pipe spacers, equally spaced and extending the full length of the pipe contained within the encasement pipe, shall be securely fastened to the carrier pipe. The spacers shall be manufactured by Advanced Products and Systems, Inc. Lafayette, Louisiana or approved equal.

C. When more than one carrier pipe is installed within the encasement pipe, each carrier pipe shall be individually secured to the four pressure treated wood members in the manner described in this article to facilitate removal of any one of the pipes when repair is necessary.

3.02 SEALING

After installation of the carrier pipe within the encasement pipe, the ends of the casing shall be sealed in the following manner. The space between the casing and the carrier pipe shall be filled with concrete or a waterproofing bitumastic compound until a tight seal is obtained. An Ethylene Propylene Diene Monomer (EPDM) elastomeric membrane shall be wrapped around the end of the encasement pipe in three layers and securely bound to the casing and the carrier pipe barrel with stainless steel bands. The EPDM membrane shall be 0.045" thick and have a tear resistance of 125 lbs/in. The membrane shall be manufactured by Carlisle Tire & Rubber Co., Firestone Industrial Products Co., or approved equal.

3.03 DAMAGE

The cost of repairing damage which is caused by the boring operation to the highway above the bore shall be borne by the Contractor.

- END OF SECTION -

SECTION 02500**BITUMINOUS PAVEMENT****PART 1 - GENERAL****1.01 DESCRIPTION OF THE WORK**

Extent of bituminous pavement paving is shown on the Drawings, including roads, driveways and parking areas.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Unless noted, all specification designations refer to the Kentucky Department of Highways Standard Specifications, (KDOHSS) Latest Edition. Appropriate portions of the referenced sections of the Specifications shall apply, but all work shall be included in bid items described herein unless otherwise specified or shown on the Drawings.
- B. Preparation of subbase is specified in this Division, Section 02200.
- C. Crushed stone and dense graded aggregate are specified in this Division, Section 02255.

1.03 QUALITY ASSURANCE

- A. Performance: Bituminous seal coat that fails as the result of not meeting the requirements of these Specification shall be corrected at the Contractor's expense.
- B. The design plant mix shall be submitted to the Engineer for review and acceptance. The submittal shall include the last date the mixture was approved by the Kentucky Department of Highways for use on a state road project; and the location where the mixture was recently used, and the name and address of the paving contractor.

PART 2 - PRODUCTS**2.01 BITUMINOUS CONCRETE SURFACE MATERIAL**

- A. Aggregates shall meet the applicable requirements of the KDOHSS.
- B. Bituminous materials shall meet the applicable requirements of the KDOHSS.
- C. Bituminous materials for tack coat shall be one of the following: SS-1, SS-1h, CSS-1, CSS-1h, AE-60, RS-1, CRS-1, RC-70 or RC-250.
- D. Steel, wood or other suitable material shall be of size and strength necessary to resist movement during bituminous placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects.

2.02 BITUMINOUS SEAL COAT MATERIAL

- A. Coarse aggregate shall be Kentucky Department of Highways Standard Size No. 8, meeting applicable requirements of Section 805 of KDOHSS.
- B. Bituminous materials shall meet applicable requirements of Section 806 of KDOHSS.

PART 3 - EXECUTION

3.01 SURFACE PREPARATION

The road shall be swept with an approved mechanical sweeper and with wire hand brooms, when necessary. Special care shall be taken to clean the edges of the surface so that full width of the roadway to be treated shall be uniformly clean. Where any mud or earth exists, it shall be removed sufficiently in advance of application of bituminous material to allow the surface to become thoroughly dry.

3.02 BITUMINOUS CONCRETE PAVING

A. Composition of Mixtures: Surface pavement mixture, meeting requirements of the KDOHSS shall be used as determined by local plant mix availability. The mixture shall have been approved recently by the Kentucky Department of Highways, used recently on a state project, and conform to the requirements below when tested in accordance with ASTM D 1559-76:

Stability, minimum pounds	1200
Flow, 0.01 inch	Min. 6, Max. 16
Percent air voids	Min. 4, Max. 8
Minimum voids in mineral aggregate,	
percent: 3/4 inch	14
1 inch	13

B. Construction Methods: Construction requirements shall conform to applicable requirements of the KDOHSS.

C. A tack coat shall be required to bond new paving to the surface of concrete or brick pavements and bases or existing bituminous surfaces. It shall be applied in accordance with Section 407 of KDOHSS.

D. Where bituminous paving is placed against vertical surfaces such as curbs, gutters, manhole frames, valve boxes, etc., the vertical face shall be tack coated to seal the surface. Where these surfaces are inaccessible to pressure distributor, the tack coat may be brushed or broomed into place. The tack coat shall not be allowed to spill over onto any horizontal surface outside the area to be paved.

E. Unless otherwise indicated on the Drawings or in these Specifications, the compacted thickness of the bituminous concrete paving shall be a minimum of 2 inches and the minimum ambient temperature for placing shall be 40 deg F. Mixing and laying temperatures shall be as follows:

Aggregates	Min. 240 deg F Max. 325 deg F
Asphalt Cement	Min. 225 deg F Max. 325 deg F
Mixture at Plant (measured in truck)	Min. 240 deg F Max. 325 deg F
Mixture when Placed (measured in truck when discharging)	275 deg \pm 20 deg F**

**The 275 deg F + 20 deg F mixture placing temperature is based on 275 deg F being about the ideal temperature for obtaining optimum compaction under average conditions. However, when the distance between asphalt plant and the job is such that specified placing temperatures cannot be maintained even though maximum mixing temperatures are covered, insulated hauling equipment as described below are used, the minimum placing temperature shall be 225 deg F.

F. Trucks for hauling bituminous mixtures shall have tight, clean and smooth metal beds that have been sprayed with a minimum amount of soap emulsion, paraffin oil, or other approved material

that is not detrimental to the mixture to prevent the mixture from adhering to the beds. All trucks shall be equipped with covers of sufficient size to completely cover the located material and all covers shall be securely fastened in place before the truck leaves the plant. Truck beds shall be insulated, when necessary, to maintain the specified temperature to the point of delivery. Any truck causing excessive segregation of material by its spring suspension or other contributing factors shall be discharged from the work until such conditions are corrected.

- G. The Contractor shall have an accurate thermometer on the job at all times for verifying all temperature requirements and for taking temperature measurements whenever requested by the Engineer or Owner. The Contractor shall closely control temperature and compaction requirements to achieve quality bituminous paving and related work.
- H. Bituminous paving that fails as the result of not meeting the requirements of these Specifications shall be removed and replaced at the Contractor's expense.

- 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/ft³) (600 kN-m/m³)

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 02531
CURED-IN-PLACE PIPE WITHIN A-PIPE

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. The Contractor shall furnish all labor, equipment and materials necessary to complete the lining of sanitary and storm sewers as stipulated herein and as shown on the Contract Documents. The work shall include the preparation of the construction site, including cleaning and flushing of existing piping; flow control bypass pumping; protection of existing conditions during installation work; unloading; hauling; distribution and installation; testing of all pipe, fittings, scaffolding, piping, valves, boilers, etc. and other accessories as required for proper installation; protection of the site during the work, including protection of necessary watchmen, warning lights, barricades, traffic control, dust control and maintenance of detours, as needed; and the cleanup of the work site.
- B. It is the intent of this Specification to provide for the reconstruction of sanitary sewer by the installation of a flexible felt tube impregnated with an approved resin which is inserted into an existing pipe. The curing may be accomplished by circulating heated water, air, steam, UV, or ambient curing resin system to effect the desired cure throughout the length of the tube, extending full-length from manhole to manhole. The resin should be cured into a hard, impermeable pipe of the desired thickness, providing a structurally sound, smooth interior and tight-fitting liner within the existing pipe. The lined pipe shall provide a hydraulic flow equal to, or greater than, the original new sewer capacity.

1.2 GENERAL LINER MATERIALS, TESTING, AND PROCESS REQUIREMENTS

- A. The proposed materials shall be suitable for use in the environment and conditions of this project.
- B. The product shall not be made of a dark or non-reflective material, which would inhibit proper closed circuit TV inspection.
- C. Sizing: The felt fiber tube shall be fabricated to a size that when installed will neatly fit the internal circumference of the conduit as specified by the Owner. Allowance for circumferential stretching during insertion shall be made as per manufacturer's standards.
- D. Length: The length shall be that deemed necessary by the Contractor to effectively carry out the insertion from inlet to outlet points.
- E. The Contractor shall verify the lengths in the field. Individual installation runs can be made over one or more access points as determined in the field by the Contractor and approved by the Owner.
- F. The material shall be manufactured in such a manner as to result in a tight-fitting, continuous liner after installation. There shall be no measurable annular space. The liner shall have a snug fit at service connections and manhole terminations as shall be evidenced by indentations and flares respectively.
- G. The Contractor shall familiarize himself with the job site prior to bidding and with the sewer segments under consideration for lining. The Contractor shall certify in writing as to the applicability of the proposed liner process to each section to be lined.
- H. Patents: The Contractor shall warrant and indemnify the Owner against all claims for patent infringement and any loss thereof.

- I. The CIPP Contractor (Installer) shall have been in business for a minimum of five (5) years and have successfully installed a minimum of 500,000 feet of the Commercially Acceptable product described in paragraph 2.2.
- J. The contractor shall notify customers about the installation by means of a door hanger form that includes a description of the work along with contact names and phone numbers. This notification shall be offered to the homeowner at least 24-hours prior to starting the installation.

1.3 SUBMITTALS

The Contractor shall submit the following in accordance with Section 01300:

- A. Shop Drawings:
 - 1. Product data covering all materials of construction.
 - 2. Description of installation procedure and equipment proposed for use. Include curing water temperatures, locations of monitors, etc.
 - 3. Recommend pipe wall thickness and thickness design calculations for all locations. Clearly state all loading conditions used in calculations.
- B. Inspection Reports:
 - 1. Inspection reports for the sewer lines, documenting conditions of sewers, lateral connections and joints. Document the internal inspection before and after lining on portable digital storage device accompanied by paper summary logs of the internal inspection.
- C. Forms:
 - 1. Sample "Notification of Sewer System Repair" forms, to be issued by Contractor, for review and approval.
- D. Bypass Procedures:
 - 1. Proposed bypass pumping techniques, equipment, procedures and emergency response plan including detailed plans for bypassing flow from sections of pipe and laterals to be replaced prior to start of work.
- E. Installed Material Test
 - 1. Contractor shall take samples of liner installed once a day or for every 3,000 ft installed whichever happens first. Contractor shall include costs of making samples and having physical test completed on each to verify compliance with these specifications. Failure for the sample to meet all applicable requirements may require additional testing intervals and correction of any inadequate work already completed.

PART 2 - PRODUCTS

2.1 STRUCTURAL REQUIREMENTS

- A. The newly installed liner shall be designed for a minimum fifty-year service life under continuous loading conditions.

- B. Design of the liner shall be based on the condition of the existing pipe which shall be classified as fully deteriorated - pipe is structurally unsound, suffering from severe cracks, missing sections or other defects. The liner shall be designed to withstand all imposed loads.
- C. The liner shall be designed by a registered professional engineer and shall have sufficient wall thickness to withstand the anticipated external pressures and loads which will be imposed after installation. The design of the liner shall include considerations for ring bending, deflection, combined loading, buckling, and ovality.
- D. Calculations which determine wall thickness requirements of the liner shall be submitted to the engineer for review prior to installation. Designs shall be based on the use of standard flexible pipe equations, as detailed in ASTM-F-1216 and shall account for the effects of ovality.
- E. A safety factor of at least two (2) shall be utilized.
- F. The short-term modulus of elasticity will be reduced by 50 percent in the calculations. If the Contractor submits third party certified test results proving a lesser reduction in the long term modulus after a 10,000 hour test, the Engineer will take this into consideration.
- G. Physical Properties: The cured pipe shall conform to the minimum structural standards, as listed below.

Cured Pipe	Standard	Results
Flexural Stress	ASTM D-790	4,500 psi
Flexural Modulus of Elasticity	ASTM D-790	250,000 -300,000 psi

- 1. If so directed, the Contractor shall furnish, prior to use of the materials, satisfactory written certification of his compliance with the manufacturer's process.

- H. Nominal minimum wall thickness for all cured-in-place pipe:

Pipe Size	Wall Thickness
6-inch	4.50 mm
8-inch & 10-inch	6.00 mm
12-inch	6.00 mm
15-inch	7.50 mm
18-inch	7.50 mm
21-inch	9.00 mm
24-inch	10.50 mm

2.2 LINER MATERIALS

- A. In order to be considered Commercially Acceptable, the Product, Manufacturer, and Installer must each demonstrate, to the Owner's satisfaction, compliance with the following requirement:
 - 1. For a product to be considered as Commercially Acceptable, a minimum of 100,000 feet or 200 line sections of successful wastewater collection system installation in the U.S. must be documented to assure commercial viability. In addition, the product shall have been in service within the wastewater collection system of the Owner (or some other city, town, or county within the United States) for a minimum of three years. The product must be shown to comply with the requirements of this specification.

- B. At the time of manufacturer, each lot of liner shall be inspected for defects and tested in accordance with applicable ASTM standards. At the time of delivery, the liner shall be homogenous throughout, uniform in color, free of cracks, holes, foreign materials, blisters, or deleterious faults.
- C. For testing purposes, a production lot shall consist of all liner having the same marking number. It shall include any and all items produced during any given work shift and must be so identified as opposed to previous or ensuing production.
- D. The Engineer may at any time direct the manufacturer to obtain compound samples and prepare test specimens in accordance with applicable ASTM standards.
- E. Cured-in-Place Pipe Materials: The fiber felt tubing, including the plastic covered felt and the thermosetting resin shall meet ASTM and manufacturer's standards.
- F. General Corrosion Requirements: The cured-in-place pipe system shall utilize thermosetting resins which will withstand the corrosive effect of the existing residential, commercial, and industrial effluents, liquids and/or gases.

2.3 MANHOLE SEAL

- A. Where CIPP liners enter a manhole a non-bentonite hydrophilic seal shall be installed between the liner and the host pipe. Seal shall be LMK Technologies Insignia end seal or equal.

PART 3 - EXECUTION

3.1 CLEANING

- A. Prior to installation of the liner, the Contractor shall clean the sewer to be lined. Cleaning operations shall result in virtually 100% of the debris being removed. The Contractor shall clean the sewer with hydraulically propelled, high velocity jet or mechanically powered equipment. Selection of the equipment shall be based on the conditions of lines at the time work commences. The equipment and methods selected shall be satisfactory to the Owner and shall be capable of removing dirt, grease, rocks, sand, roots, and other material and obstructions from the sewer line.
- B. The Contractor shall be responsible to determine the extent of the cleaning during his prebid job site examination. There will be no separate payment for cleaning.
- C. During sewer cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment to prevent damage to the existing pipe.
- D. Debris disposal is the responsibility of the Contractor.
- E. The Contractor shall ensure no solids are passed downstream to the next pipe section during the cleaning operation.

3.2 PRE-INSTALLATION TELEVISING

- A. After cleaning the sewer segment, the Contractor shall internally inspect, via television inspection, the sewer segment to be lined. Personnel conducting the televising inspection shall be experienced in operating a sewer televising camera and analyzing pipe conditions from the video image. The Contractor shall record these inspections on VHS color video tape and shall include a verbal narrative noting:
 - 1. Date, time of day, and depth of flow.
 - 2. Sewer segment number: "from" manhole number and "to" manhole number.

- 3. Locations of service connections and branch sewers into the main line.
- 4. Locations of obstructions, structural defects, joint deterioration, leakage or evidence thereof, and other abnormalities with respect to the sewer condition. The distance from the centerline of the upstream manhole shall be indicated for each item noted.
 - a. The interior of the pipeline shall be carefully inspected to determine the location and extent of any structural failures. The location of any conditions which may prevent proper installation of cured-in-place pipe into the pipelines shall be noted so that these conditions can be corrected.
- B. The camera utilized for closed circuit televising shall be equipped with remote control devices to adjust the light intensity. The camera shall be equipped with an articulating lens to provide clear views of laterals and other items of importance. The camera shall be able to transmit a continuous image to the television monitor as it is being pulled through the sewer segment.
 - 1. The Contractor shall present on video tape continuous image of not less than 90% of the internal pipe circumference at all times. Maximum acceptable speed of camera through sewer shall be thirty feet per minute (30 fpm).
- C. If any obstruction in the sewer segment, such as a protruding building lateral, prohibits the passage of the television camera, the contractor shall attempt to inspect the remainder of the sewer segment by making a reverse setup at the next downstream manhole.
- D. The deterioration of pipe line is an ongoing process. Should prelining television inspections reveal the pipes to be in substantially different conditions than those stated in the design considerations, then the Contractor shall request a change in thickness due to changed conditions. This claim shall be supported by design data in accordance with manufacturer's standard design policies. The change, if approved, shall be negotiated as a change order according to the procedures in these specifications.
 - 1. The Contractor shall submit the videotape to the Engineer.
- E. Basis for Payment: Payment for pre-installation televising will not be made directly, but shall be included in the cost for installing the liner.

3.3 BYPASS PUMPING

- A. The Contractor, when required for proper installation of the liner, shall provide for the transfer of sewage flow around the section or sections of pipe designated for lining. The bypass shall be made by diverting the flow at an existing upstream manhole and directing the flow around the section to be taken from service, discharging into a downstream manhole. Bypass lines and pumps, if necessary, shall be of adequate capacity and size to handle the flow. The proposed bypassing system shall be set up to allow traffic flow to local business and residents. The proposed bypassing system shall be approved, in advance, by the Owner.

3.4 CLEARING PROTRUDING LATERALS

- A. Based on the Contractor's review of the existing sewer videotape, he/she shall determine if a protruding lateral will need to be cleared. If the Contractor determines a protruding lateral must be cleared prior to installation of the liner, it shall be the responsibility of the contractor to clear protruding lateral. The Contractor shall clear the protruding lateral utilizing robotic equipment if possible.

- B. If clearing a protruding lateral remotely is not possible, the protruding lateral shall be cleared utilizing a point repair by excavation according to Paragraph 3.5.
 - 1. Payment for clearing protruding laterals remotely shall be included in the cost of installing the liner.
 - 2. Payment for clearing protruding laterals by point repair shall be at the unit bid price.

3.5 CLEARING OBSTRUCTIONS BY POINT REPAIR

- A. Based on the Contractor's review of the existing sewer videotape, he/she shall determine if obstructions will likely need to be cleared. If the Contractor determines an obstruction must be cleared prior to installation of the liner, it shall be the responsibility of the Contractor to clear the line of obstructions such as dropped joints, protruding branch connections, or broken pipe that will prevent the insertion of the pipe liner. If inspection reveals an obstruction cannot be removed by cleaning or remote methods, then the Contractor shall contact the Owner with this information. The Owner will then make a determination whether the contractor or Owner makes a point repair by excavation, uncover and remove or repair the obstruction.
- B. In the event a point repair utilizing excavation techniques is required and the new work is to be fitted to existing conditions, the party making the repair shall check all dimensions, elevations and conditions in the field prior to any construction activities and assume responsibility for the correctness and fit of the new parts to the existing conditions. If such parts do not fit properly, alterations or new parts shall be made as necessary to assure proper fits and connections meeting the approval of the Engineer.
- C. The Contractor shall utilize all suitable material encountered during any and all excavation activities without additional compensation for transportation of material, compaction and subsequent placement. Depending on location of repair, flowable fill as a backfill material may be required by the Owner.
- D. If any other clearing obstructions by point repair are necessary, the cost shall be negotiated as a change order, provided that they are found to be differing from prebid conditions. It is the sole responsibility of the Contractor to prove the differing site condition.

3.6 CLEARING PROTRUDING SERVICES (INTERNAL)

- A. A high-speed rotation hydraulic cutter will be used to cut protruding service laterals, offset joints, roots, barnacles, concrete or other obstructions in vitrified clay pipe, concrete pipe and cast iron pipe.
- B. The cut will be made flush with the wall of the pipe to be restored, and the debris will be pushed down the pipe to the downstream manhole. If an obstruction cannot be removed by conventional methods and mechanical equipment remotely controlled, the contractor shall, by excavation, remove or repair the obstructions. Such excavation shall be considered as a separate pay item and must be approved prior to performing the work.

3.7 PRODUCT HANDLING

- A. The Contractor shall use all means necessary to protect sewer-lining material during transportation, before, during, and after installation and to protect the installed work and materials of all other trades. In the event the liner material is damaged, the Contractor shall immediately make all repairs or replacements necessary to the approval of the Engineer, at no additional cost to the Owner.

3.8 INSTALLATION PROCEDURE/CIPP

- A. Safety: The Contractor shall carry out his operations in strict accordance with all OSHA and manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving working with scaffolding and entering confined spaces.
- B. No pipe shall be lined without prior notification to the Engineer. Each liner shall be subject to inspection by Engineer or his representative immediately before it is installed. Defective liner will be rejected.
- C. Following are general steps required for installation of CIPP liner systems. Specific requirements for temperature, pressure, and time shall be determined by the manufacturer.

1. Resin Impregnation and Tube Insertion:

- a. The Contractor shall designate a location where the uncured resin in the original containers and the unimpregnated fiber felt tube will be vacuum impregnated prior to installation. The Contractor shall allow the Owner to inspect the materials and "wet out" procedure at the cost of the Contractor. A resin and catalyst system compatible with the requirement of this method shall be used. The quantities of the liquid thermosetting materials shall be per manufacturer's standards to provide the lining thickness specified.
- b. The wet out fiber felt tube shall be inserted through an existing manhole or other approved access. The manufacturer's standards shall be closely followed during the elevated curing temperatures so as not to over stress the felt fiber and cause damage or failure prior to cure.

2. Curing:

- a. After installation of wet out felt tube is completed and calibration tube is inserted, the Contractor shall supply a suitable heat source and water recirculation equipment. The equipment shall be capable of delivering hot water to the far end of the pipe section through a hose, which has been perforated per manufacturer's recommendations, to uniformly raise the water temperature in the line section above the temperature required to effect a cure of the resin. This temperature shall be determined by the resin/catalyst system employed.
- b. The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing heat exchanger circulating water. Thermocouples shall be placed between the impregnated tube and the invert at the far access point to determine the temperature and time of exotherm. Water temperature in the pipeline during the cure period shall not be less than 150°F or more than 200°F as measured at the heat exchanger return line.
- c. Initial cure shall be deemed to be completed when inspection of the exposed portions of cured-in-place pipe appear to be hard and sound and the thermocouples indicate that an exotherm has occurred. The cure period shall be of a duration recommended by the resin manufacturer, as modified for the cured-in-place pipe process being used, during which time the recirculation of the water and cycling of the heat exchanger to maintain the temperature continues.

3. Cool Down Return:

- a. The Contractor shall cool the finished cured-in-place pipe to a temperature below 100°F before relieving the static head in the inversion standpipe. Cool-down may be accomplished by the introduction of cool water into the standpipe to replace water being drained from the downstream end. Care shall be taken in the release of the

static head such that a vacuum will not be developed that could damage the newly installed cured-in-place pipe.

4. Finish Return:

- a. The finished cured-in-place shall be continuous over the entire length of the insertion run and be as free as commercially practicable from significant defects. Any defects which will affect, in the foreseeable future, or warranty period, the integrity or strength of cured-in-place pipe, shall be repaired at the Contractor's expense, in a manner mutually agreed by the Owner and the Contractor.

5. Sealing the Ends:

- a. If due to broken or misaligned pipe at the access points, cured-in-place pipe fails to make a tight seal, the Contractor shall apply a seal at that point. The seal shall be of a resin mixture compatible with the cured-in-place pipe.
- 6. The water tightness of cured-in-place pipe shall be gauged while curing and under positive head.
- 7. Payment for installation of the liner will be paid for at the unit price per foot for the various line segment diameters given in the price proposal.

D. Service Lateral Reinstatement:

- 1. It shall be the Contractor's responsibility to determine and to assure that all live laterals are connected to the liner.
- 2. Lateral reinstatement shall be completed from inside the pipe within 24 hours of the liner installation. Excavation for lateral reinstatement shall not be permitted on this project. Where holes are cut through the liner, they shall be neat and smooth in order to prevent blockage at the service connections. Robotically cut-in service connections shall be opened to a minimum of 90 percent of the internal diameter and a maximum of 100 percent of the lateral. Contractor must have equipment capable of reinstating services in 6" lines.
- 3. Reconnecting the existing laterals to the newly lined sewer main shall include all labor, materials, equipment and incidentals.
- 4. In the event the Contractor makes a lateral reinstatement which is not at a lateral, the Contractor shall make a point repair by excavation, or shall apply an approved internal patch, at the owners preference, to repair the cut-in hole so infiltration does not enter the pipe at the location and the structural integrity of the liner is not compromised. The Contractor shall make the necessary repairs at no cost to the Owner.

E. Cleanup:

- 1. The Contractor shall flush and clean the lined sewer section, if necessary, to remove all accumulated construction debris, rocks, gravel, sand, silt and other foreign material from the sewer system at or near the closest downstream manhole. Cleaning methods and criteria shall be the same as specified in Paragraph 3.01. Debris shall not be allowed to pass downstream. If it does, the Contractor shall clean the next sewer segment at no additional cost.
- 2. The Contractor shall restore or replace all removed or damaged paving, curbing, sidewalks, gutters, shrubbery, fences, sod or other disturbed surfaces of structures in a condition equal to that before the work began, to the satisfaction of the Engineer, and shall furnish all labor and material incidental thereto.
- 3. After the installation has been completed and accepted, the Contractor shall clean up the entire project area. All excess material and debris not incorporated into the permanent installation shall be disposed of by the Contractor.

4. Payment for post-installation sewer cleaning and cleanup will not be paid for separately, but shall be included in the cost for installing the liner.

F. Post-Installation Television Inspection:

1. The Contractor shall televise the inside of the lined sewer segment after installation of the liner and reinstatement of all lateral connections are completed. The post-installation television inspection shall comply with the provisions in Paragraph 3.02.
2. All defects discovered during the television inspection shall be corrected, and the sewer line shall be video taped again.
3. The post-installation television inspection tape shall be submitted to the Engineer in sufficient time to allow the Engineer to review the video tape prior to the substantial completion milestone.
4. Post-installation television inspection will not be paid for as a separate cost, but shall be included in the cost of installing the liner.

G. Coordination and Cooperation With Customers:

1. At least 48 hours and not more than 96 hours prior to installation of the liner and/or any repair of service laterals, the Contractor shall notify any resident(s) that his/her lateral(s) will be out of service. This notification shall be made in writing, a copy of the notification shall be supplied to the Owner. After installation of the liner and reinstatement and/or repair of the service connection(s), the Contractor shall notify the resident(s) that his/her lateral(s) is back in service.
2. The Contractor shall provide at least 48 hours notice to any and all homeowners whose properties must be crossed to access easement areas or whose properties abut easement areas where work is designed to be performed. The Contractor shall be responsible for securing the appropriate Right-of-Entry from said homeowners.
3. The Contractor shall be responsible for removal of any private property (fences, utility basins, shrubbery, etc.) located within easements which interferes with his prosecution of work. Replacement of these items shall be the responsibility of the Contractor.
4. The Contractor shall be responsible for responding to all odor complaints which are result of his operation, regardless of distance from the work site.

H. Coordination And Cooperation With Responding Agencies:

1. The Contractor shall, on a weekly basis, submit a written schedule of liner installation locations to affected utility companies.
2. The schedule shall include, but not be limited to, actual street addresses and work duration for each and every liner installation mentioned in this specification. Changes in the schedule shall be coordinated with each of the listed agencies.
3. The Contractor shall also provide the Engineer with a copy of the schedule and any corresponding changes.

I. Workmanship, Testing, and Acceptance of the installed Liner:

1. The liner shall be continuous over the length of the rehabilitated pipe. The liner shall be free of all foreign inclusions, visual and material defects except those resulting from prelined conditions (such conditions shall be brought to the attention of the Owner prior to lining). There shall be no pits, pinholes, cracks or crazing. The surface shall be smooth and free of waviness throughout the pipe.
2. The project will not be declared substantially complete until the post-installation video has been submitted and reviewed by the Engineer. Any defects found on the video must be corrected prior to substantial completion being declared.

3. The final acceptance of the installed liner shall be based on the Engineer's and Owner's evaluation of the post-installation inspection utilizing CCTV tape prepared by the Contractor and inspection of the installation site.
4. The Owner, at its discretion, may perform tests to check compliance with the specifications as they pertain to liner and/or pipe strength, compaction of backfill, concrete strength, and other such items where performing the tests is not specified as the responsibility of the Contractor. The Contractor shall cooperate with the owner by providing samples, making necessary excavations for compaction tests, and other related services necessary to carry out the testing, at no cost to the Owner. In the event of failing tests, the Contractor shall bear the cost of re-testing after the work has been corrected.
5. During the three (3) year warranty period, any defects which will affect the integrity or strength of the liner shall be repaired at the Contractor's expense, in a manner mutually agreed by the Engineer and the Contractor.

3.9 CURED-IN-PLACE PIPE LATERAL SERVICE CONNECTION

- A. Intent:
 1. It is the intent of the specification to provide for the reconstruction of service lateral connection, normally without excavation, by the installation of a resin impregnated, flexible felt tube. The cured-in-place pipe will be installed into the existing service lateral consistent with ASTM F-1216 or through the lateral in the mainline pipe. The resin and tube shall be held in place using internal pressure and cured into a hard impermeable opening pipe. When cured, the pipe should be a continuous, tight-fitting pipe-within-a-pipe. If required, the rehabilitation can provide a junction at the mainline pipe and the service lateral pipe.
- B. Reference Specifications
 1. This specification references ASTM test methods, which are made a part hereof by such reference and shall be the latest edition and revision thereof.
- C. General Corrosion Requirements
 1. The finished cured-in-place pipe tee connection shall be fabricated from materials which when cured will be chemically resistant to withstand internal exposure to domestic sewage, and meet the chemical corrosion resistance requirements of ASTM F-1216 & D-5813.
 2. All constituent materials will be suitable for service in the environment intended. The final product will not deteriorate, corrode or lose structural strength to reduce the projected product life.
 3. In areas subject to possible flows other than domestic sewage, the Owner shall obtain samples of the dry weather sewage flow to be analyzed for chemical content. This analysis shall be supplied to the Installer to recommend the resin per the sample.
- D. Cured-In-Place Pipe Materials
 1. The tube shall be fabricated to a size that when installed cured-in-place pipe will neatly fit the internal circumference of the conduit specified by the Contractor.
 2. The installation's length shall be a minimum of 4 feet (any reduction must be approved by Owner). The Contractor shall notify Owner if the length will need to be shortened due to existing lateral conditions.
 3. The Installer shall furnish a resin system compatible with the cured-in-place process that provides cured physical strengths and required corrosion resistance specified herein.

E. Physical Strength

1. The structural performance of the finished pipe must be able to accommodate all anticipated loads throughout the design life of the cured-in-place pipe. No cured-in-place reconstruction technology will be allowed that requires bonding to the existing pipe for any part of its structural strength. If reinforcing materials (fiberglass, etc.) are used, those materials must be corrosion resistant grade materials and be fully encapsulated within the resin to assure that the reinforcement is not compromised when exposed to the sewage.
2. The cured-in-place pipe shall conform to the minimum structural standards as listed below:

Property	ASTM Standard	Results
Flexural Strength	ASTM D-790	4,500 psi
Flexural Modulus or Elasticity	ASTM D-790	250,000 psi

F. Installation Preparations

The following installation procedures shall be adhered to unless otherwise approved by the Owner's representative.

1. Safety - The installer shall carry out his operations in accordance with all applicable OSHA standards. Particular attention is drawn to those safety requirements involving entering confined spaces.
2. Inspection of the existing pipe - Pipeline inspection shall be performed by experienced personnel trained in closed circuit television systems. The interior of the pipeline shall be carefully inspected to determine the location of any condition, which may prevent proper installation of the lateral lining system. A videotape and log shall be kept for the Owner.
3. Bypassing Sewage - Bypassing the flow of sewage around the section or sections of mainline pipe where the service lateral(s) is/are located may be required. The pump and bypass lines shall be of adequate capacity to handle the flow. It is required that the service lateral be inactive during the time of installation. This is normally accomplished by requesting that the homeowner refrain from using their services during the period of installation. This notification shall be offered to the homeowner at least 24-hours prior to starting their lateral repair.
4. Line Obstructions - If the inspection reveals an obstruction that cannot be removed using conventional sewer cleaning equipment, the obstruction will be removed or repaired by other methods approved by the Owner.
5. The service lateral pipe opening at the confluence with the mainline sewer should be prepared in a manner that is consistent with ASTM F-1743, Section 6.9.

G. Installation of the Cured-in-Place Lateral Service Connection

1. The Installer shall allow the Owner to inspect the materials and "wet-out" procedure.
2. The Installer should have a minimum of 500 successful installs to assure the quality of the installations.
3. The wet out tube shall be loaded on a pressure apparatus above ground. Installation shall take place by one or both of the following installation methods.
 - a. The pressure apparatus, with an end attached to a robotic device, shall be winched through the mainline pipe to the service connection. The robotic device, together with a television camera, will be used to position the pressure apparatus installation hardware at the service connection opening. Air pressure will be used to install the wet out tube into the lateral pipe.
 - b. The pressure apparatus shall be pulled into place through the cleanout or access pit. Air pressure will be used to install the wet out tube into the lateral pipe.

4. Curing – Curing shall take place per the manufacturer's recommendations.
5. Finish – The finished cured-in-place lateral service connection shall be free of dry spots, lifts, or delamination. The cured-in-place lateral service connection shall not inhibit the closed circuit television post video inspection of the mainline or service lateral pipes.
6. During the warranty period, any defects, which will affect the integrity or strength of the cured-in-place pipe, will be repaired at the Installer's expense in a manner mutually agreed upon by the Owner and the Installer.
7. After the work is completed, the Installer will provide to the Owner a video record showing the completed work.

H. Clean-Up

1. Upon completion of the installation work, the Installer will restore the area affected to its original condition at the time the rehabilitation was started.

3.10 CURED-IN-PLACE PIPE SERVICE LATERAL LINING

A. Intent:

1. It is the intent of the specification to provide for the reconstruction of service lateral pipes, normally without excavation, by the installation of a resin impregnated, flexible felt tube. The cured-in-place pipe will be installed into the existing service lateral consistent with ASTM F-1216 through the lateral in the mainline pipe. The resin and tube shall be held in place using internal pressure and cured into a hard impermeable opening pipe. When cured, the pipe should be a continuous, tight-fitting pipe-within-a-pipe. If required, the rehabilitation can provide a junction at the mainline pipe and the service lateral pipe.

B. Reference Specifications

1. This specification references ASTM test methods, which are made a part hereof by such reference and shall be the latest edition and revision thereof.

C. General Corrosion Requirements

1. The finished cured-in-place service lateral pipe shall be fabricated from materials which when cured will be chemically resistant to withstand internal exposure to domestic sewage, and meet the chemical corrosion resistance requirements of ASTM F-1216 & D-5813.
2. All constituent materials will be suitable for service in the environment intended. The final product will not deteriorate, corrode or lose structural strength to reduce the projected product life.
3. In areas subject to possible flows other than domestic sewage, the Owner shall obtain samples of the dry weather sewage flow to be analyzed for chemical content. This analysis shall be supplied to the Installer to recommend the resin per the sample.

D. Cured-In-Place Pipe Materials

1. The tube shall be fabricated to a size that when installed cured-in-place pipe will neatly fit the internal circumference of the conduit specified by the Contractor.
2. The installation's length shall be from the main line to an existing or new clean out. The Owner will determine location of new clean out in the case of no existing clean out.
3. The Installer shall furnish a resin system compatible with the cured-in-place process that provides cured physical strengths and required corrosion resistance specified herein.

E. Physical Strength

1. The structural performance of the finished pipe must be able to accommodate all anticipated loads throughout the design life of the cured-in-place pipe. No cured-in-place reconstruction technology will be allowed that requires bonding to the existing pipe for any part of its structural strength. If reinforcing materials (fiberglass, etc.) are used, those materials must be corrosion resistant grade materials and be fully encapsulated within the resin to assure that the reinforcement is not compromised when exposed to the sewage.
2. The cured-in-place pipe shall conform to the minimum structural standards as listed below:

Property	ASTM Standard	Results
Flexural Strength	ASTM D-790	4,500 psi
Flexural Modulus or Elasticity	ASTM D-790	250,000 psi

F. Installation Preparations

The following installation procedures shall be adhered to unless otherwise approved by the Owner's representative.

1. Safety – The installer shall carry out his operations in accordance with all applicable OSHA standards. Particular attention is drawn to those safety requirements involving entering confined spaces.
2. Inspection of the existing pipe – Pipeline inspection shall be performed by experienced personnel trained in closed circuit television systems. The interior of the pipeline shall be carefully inspected to determine the location of any condition, which may prevent proper installation of the lateral lining system. A videotape and log shall be kept for the Owner.
3. Bypassing Sewage – Bypassing the flow of sewage around the section or sections of mainline pipe where the service lateral(s) is/are located may be required. The pump and bypass lines shall be of adequate capacity to handle the flow. It is required that the service lateral be inactive during the time of installation. This is normally accomplished by requesting that the homeowner refrain from using their services during the period of installation. This notification shall be offered to the homeowner at least 24-hours prior to starting their lateral repair.
4. Line Obstructions – If the inspection reveals an obstruction that cannot be removed using conventional sewer cleaning equipment, the Owner shall be contacted to either abandon and not cure-in-place the lateral or recommend repairs by other methods to be able to complete the lateral lining.
5. If a clean out is not found or is located in the wrong location, the Owner will determine the location for a new clean out for the Contractor. The location in most cases should be close to the right-of-way/properly line.
6. The service lateral pipe opening at the confluence with the mainline sewer should be prepared in a manner that is consistent with ASTM F-1743, Section 6.9.

G. Installation of the Lateral Lining System

1. The Installer shall allow the Owner to inspect the materials and "wet-out" procedure.
2. The Installer should have a minimum of 500 successful installs to assure the quality of the installations.
3. The wet out tube shall be loaded on a pressure apparatus above ground. Installation shall take place by one or both of the following installation methods.
 - a. The pressure apparatus, with an end attached to a robotic device, shall be winched through the mainline pipe to the service connection. The robotic device, together with a television camera, will be used to position the pressure apparatus installation

hardware at the service connection opening. Air pressure will be used to install the wet out tube into the lateral pipe.

- b. The pressure apparatus shall be pulled in to place through the cleanout or access pit. Air pressure will be used to install the wet out tube into the lateral pipe.
- 4. Curing – Curing shall take place per the manufacturer's recommendations.
- 5. Finish – The finished cured-in-place pipe shall be free of dry spots, lifts, or delamination. The cured-in-place pipe shall not inhibit the closed circuit television post video inspection of the mainline or service lateral pipes.
- 6. During the warranty period, any defects, which will affect the integrity or strength of the cured-in-place pipe, will be repaired at the Installer's expense in a manner mutually agreed upon by the Owner and the Installer.
- 7. After the work is completed, the Installer will provide to the Owner a video record showing the completed work.

H. Clean-Up

- 1. Upon completion of the installation work, the Installer will restore the area affected to its original condition at the time the rehabilitation was started.

END OF SECTION

SECTION 02532
SANITARY SEWER MANHOLES, FRAMES, AND COVERS

PART 1 - GENERAL

1.01 SCOPE OF WORK

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

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Earthwork: Section 02300
- B. Gravity Sewer Lines: Section 02530

1.03 SUBMITTALS

- A. Submit manufacturer's data and shop drawings for the materials specified herein. Comply with all requirements of Section 01340.

PART 2 - PRODUCTS

2.01 MANHOLES

- A. Manholes of the form and dimensions shown on the Drawings shall be constructed of ASTM C 478 precast reinforced concrete manhole sections erected on 3,000 psi concrete foundation.
- B. Precast concrete manhole bottom sections may be substituted for "cast-in-place" foundations subject to the Owner's review.
- C. The excavation shall be kept free of water while the manhole is being constructed and the manhole shall not be backfilled until inspected by the Engineer.
- D. Standard Manholes:
 - 1. The standard manhole shall be 4' -0" in diameter and not greater than six (6) feet in depth, measured from the top of the cover frame to the invert of the outlet and shall be cone type- top construction as shown on the Drawings.
 - 2. Manholes greater than six (6) feet in depth, measured as above, shall be paid for as a standard six foot manhole, plus the additional vertical depth at the Contract unit price.

E. Shallow Manholes:

The shallow manholes shall be five (5) feet or less in depth, measured from the top of the cover frame to the invert of the outlet and shall be of flat top construction as shown on the Drawings.

F. Concrete Manhole Sections:

Precast concrete manhole sections (risers and grade rings) shall conform to ASTM C 478.

G. Precast Concrete Eccentric Cones:

Precast concrete eccentric cones shall be of the size and shape shown on the Drawings and shall conform to ASTM C 478.

H. Precast Manhole Section Joints:

Precast manhole section joints shall be jointed with one of the following products:

ASTM C 443 rubber gaskets
 AASHTO M-198-75 preformed flexible butyl type joint sealant
 Hamilton-Kent "Kent-Seal No. 2"
 K.T. Snyder Co. "Rub'r-Nek"
 Press Seal Gasket "E-Z stik"
 Concrete Sealants, Inc. "Conseal"

or equal, or joined with bituminous mastic joint sealing compound. When making joints with mastic compound prime and seal all joints with primer supplied with the joint compound. Manhole section joints shall be watertight. These requirements apply to all joints, including manhole risers, cones, and grade rings.

I. Manhole Inverts:

Manhole inverts shall be formed with 3,000 psi concrete. Inverts shall be constructed as shown on the Contract Drawings and shall form a smooth finish. The inverts shall be constructed on site after both inlet and outlet pipes are installed.

J. Manhole Steps

Plastic manhole steps shall be PS1-PF (Press Fit) polypropylene plastic as manufactured by MA Industries, Peachtree City, Georgia or equal. Steps shall be driven into specially sized holes cast into the manhole section. Holes shall be formed in the manhole section using an insert plug that is removed upon curing.

Steps shall be aligned vertically above the outlet, in line with the flow through. Step spacing shall be 15".

K. Manhole Frames and Covers:

Manhole castings shall consist of cast iron frames with a minimum clear opening of twenty-two (22) inches. Casting shall have a minimum of four (4) bolt holes for the purpose of anchoring the casting to the manhole cone or grade ring.

Manhole covers must set neatly in the rings, with contact edges machined for even bearing and tops flush with ring edge. They shall have sufficient corrugations to prevent slipperiness and be marked in large letters, "SANITARY SEWER". The covers shall have two concealed pick holes. Covers on sanitary sewer manholes shall not be perforated.

Acceptable manufacturers are J.R. Hoe & Sons, Middlesboro, KY; John Bouchard & Sons Co., Nashville, TN; and Neenah Foundry Company, Neenah, WI., or equal.

1. Where indicated on the Drawings or in the Specifications, Traffic Weight Manhole frames and covers shall be provided. These shall weigh a minimum of 325 pounds.
2. Non-Traffic Weight: Manhole frame and cover weight to be minimum of 250 pounds.

L. Watertight Manhole Covers:

Watertight manhole covers shall consist of cast iron frames with machined bearing surfaces, continuous gasket seal preinstalled into slots with dovetail design and shall be of the self-sealing type as manufactured by Neenah Foundry Company or equal. Watertight manhole covers shall have sufficient corrugations to prevent slipperiness and be marked in large letters "SANITARY SEWER". Weight of manhole covers shall be as specified in Paragraph 2.01.K of this specification.

M. Pipe Connections Into Manholes:

Sewer pipe shall be sealed in the manhole section pipe openings with a resilient connector meeting the requirements of ASTM C923. Resilient connector shall be A-Lok by A-Lok Products, Inc. or equal.

Resilient connector shall be cast integrally into the wall of the manhole section at time of manufacture. There shall be no mortar placed around the connector on the outside of the manhole and no mortar shall be placed around the top half of the connector on the inside of the manhole when completing the invert work.

Resilient connectors requiring compression clamps or take up clamps will not be approved.

Wherever plastic sewer pipe is to be field grouted into manhole openings, pipe-to-manhole connector seal shall be Fernco Concrete Manhole Adapters manufactured by Fernco, Inc., Division, Michigan, or equal. Adapter shall be mounted on pipe and shall be positioned about the center of the manhole wall.

N. Precast Concrete Manhole Base Sections:

Precast concrete manhole base sections, if provided in lieu of cast-in-place foundations, shall be "monolithic", consisting of base slab, and base riser section. Upon review and approval by the Owner and Engineer, precast base sections may include floor invert channel and apron. All precast base sections with pipe openings shall be furnished with ASTM C 923 pipe-to-manhole connector gaskets, as specified hereinbefore. **Precast base sections shall be furnished with an integral anti-flotation footing, thickness as specified hereinafter, with 6-inch projection, as shown in the Details.** Precast base sections shall be set on a 6-inch deep pad (compacted thickness) of dense graded aggregate, placed to proper elevation and leveled. The Engineer reserves the right to inspect precast manhole base sections at the construction site and to reject the use of such sections if the Engineer determines the products unsuitable for the Owner's installation.

Precast concrete manhole base slab thickness shall comply with the following schedule:

0' - 10'	Vertical Height - 6" Slab
10.1' - 15'	Vertical Height - 8" Slab
15.1' - 20'	Vertical Height - 10" Slab
20.1' - 25'	Vertical Height - 12" Slab
25.1' - 30'	Vertical Height - 14" Slab

O. Drop Connections into Manholes

Where indicated on the Drawings, drop connections into manholes shall be installed. Drop connections shall be cast-in-place or precast, and shall conform to the requirements shown on the Details.

2.02 COMPRESSION COUPLINGS

- A. 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. The compression coupling shall meet the physical test and joint-leak requirements specified in ASTM C-594. The bands for attaching pipes shall be stainless steel conforming to ASTM C-594. Each coupling shall bear the manufacturer's name and an indication of its size.

2.03 MANHOLE REHABILITATION

A. Cementitious Coating

Where indicated the contractor shall provide a cementitious coating on the interior of manholes. Prior to installation of cementitious coating all surfaces shall pressure washed to remove all attached materials or laitance. Following cleaning all voids, crevices, and leaks shall be filled with a hydraulic cement or other suitable material to provide a uniform surface. Material shall be Mainstay ML-10 or approved equal. After all voids, crevices and leaks have been filled a cementitious coating shall be applied to the interior of the manhole by trowel or by medium velocity wet mix shotcrete to a nominal thickness of 1". Coating shall extend to the top of the manhole trough. Cementitious coating shall be Mainstay ML-72 or approved equal. Contractor shall provide a 10 year non-prorated warranty against leakage for manholes rehabilitated with cementitious coatings.

B. Epoxy Coating

Where indicated the contractor shall provide an epoxy coating. Prior to installation of epoxy coating all steps indicated in section 2.03.A above shall be completed to provide a uniform surface. Contractor shall provide high build 100% solids epoxy that is compatible with the cementitious coating specified above. Contractor shall follow epoxy manufacturers recommendations for priming and installation. Epoxy Coating shall be 100 mil nominal thickness. Epoxy Coating shall be Mainstay DS-5 or approved equal. When manholes are rehabilitated with an epoxy coating a flexible epoxy chimney seal shall be installed. Chimney seal shall be Madewell 806 or approved equal. Contractor shall provide 10 year non-prorated warranty against leakage and chemical attack for manholes rehabilitated with epoxy coatings.

C. Chimney Seal

Where indicated the contractor shall provide a mechanical chimney seal. Contractor shall field verify chimney diameter and height to provide proper sized chimney seal. Where necessary rubber extensions shall be provided to allow complete chimney coverage. All chimney seals shall conform to the requirements of ASTM C-923. Contractor shall provide 1 year warranty for materials and installation.

PART 3 - EXECUTION

3.01 EXCAVATION FOR MANHOLE INSTALLATION

- A. Unless otherwise directed by the Engineer, excavation in which manholes are to be installed shall be excavated in open cut to the depths required by field conditions or as specified by the Engineer. In general this shall be interpreted to mean that machine excavation in earth shall not extend below an elevation permitting the manhole to be properly bedded.

- B. Excavation may be undercut to a depth below the required invert elevation that will permit installing the manhole on a bed of granular material to provide continuous support for the manhole base. When this method is used, the bedding shall be as set out in Paragraph 3.02 hereinafter.
- C. Excavations shall be of sufficient dimensions to provide free working space on all sides of the manhole and to permit proper backfilling around the manhole. All excavated materials shall be placed a minimum of two feet (2') back from the edge of the excavation.
- D. The excavation shall be straight and uniform so as to permit installation of the manhole to lines and grades given by the Engineer. It shall be kept free of water during the installation of the manhole and until the manhole has been backfilled. Removal of water shall be at the Contractor's expense. Dry conditions shall be maintained in the excavations until the backfill has been placed. During the excavation, the grade shall be maintained so that it will freely drain and prevent surface water from entering the excavation at all times. When directed by the Owner or the Engineer, temporary drainage ditches shall be installed to intercept or direct surface water which may affect work. All water shall be pumped or drained from the excavation and disposed of in a suitable manner without damage to adjacent property or to other work.

3.02 MANHOLE BEDDING

- A. All manholes shall be supported on a bed of granular material. In no case shall manhole be supported directly on rock. Bedding shall not be a separate pay item unless otherwise set out in the Detailed Specifications. Bedding shall be provided in earth bottom excavations, as well as rock bottom excavations. Bedding material shall be free from rock, foreign material, frozen earth, and be acceptable to the Engineer. Bedding shall be a minimum of 6" below manhole base.
- B. Granular bedding shall be Size #9-m or ASTM C 33, Size #7 crushed stone, fine gravel, or sand, and is not a separate pay item.
- C. Where undercutting and granular bedding is involved it shall be of such depth that the bottom of the manhole will be at least six inches above the bottom of the excavation. Undercutting is not a separate pay item.
- D. In wet, yielding, mucky locations where the manhole is in danger of sinking below grade or floating out of line or grade, or where backfill materials are of such a fluid nature that such movements of the pipe and/or manhole might take place during the placing of the backfill, the pipe and/or manhole must be weighted or secured permanently in place by such means as will prove effective. When ordered by the Engineer, yielding and mucky materials in subgrades shall be removed below ordinary excavation depth in order to prepare a proper bed for the manhole. Crushed stone or other such granular material, if necessary, as determined by the Engineer to replace poor subgrade material, shall be a separate pay item and classified as "Special Granular Fill". Removal of poor material is not a separate pay item.

3.03 SPECIAL GRANULAR FILL

- A. As noted in Paragraph 3.02D, granular material for " Special Granular Fill " when directed by the Engineer shall be Department of Transportation crushed limestone, Size #9. Payment for " Special Granular Fill " must have approval from the Engineer prior to installation.

3.04 BITUMINOUS CONCRETE HIGHWAY, STREET AND DRIVEWAY REPLACEMENT

- A. The Contractor shall replace those sections of existing roads, streets and driveways required to be removed to install the pipelines and manholes under this Contract. He shall construct same to the original lines and grades and in such manner as to leave all such surfaces in fully as good or better condition than that which existed prior to the operations.
- B. Prior to excavating, the pavement shall be scored or cut to straight edges at least twelve (12) inches outside each edge of the proposed excavation to avoid unnecessary damage to the remainder of the paving. Edges of the existing pavement shall be re-cut and trimmed to square, straight edges after the manhole has been installed and prior to placing the new base and pavement.
- C. Backfilling of the excavation shall be in accordance with Method "C" as described hereinbefore. Base course for the paving shall be dense graded crushed limestone furnished and placed in accordance with the current requirements of the Standard Specifications for Road and Bridge Construction of the Department of Transportation, to a depth of six (6) inches in roads and streets and four (4) inches in driveways.
- D. A subslab of reinforced concrete shall be placed for state maintained highways as indicated on the Drawings. The subslab shall have a minimum thickness of 6 inches. Concrete for the subslab shall be 3000 psi, in accordance with the Details shown on the Drawings.
- E. Bituminous Concrete Surface and Bituminous Concrete Base shall conform to the requirements of Sections 402 and 403 of the Standard Specifications for Road and Bridge Construction of the Department of Transportation.

3.05 REMOVING AND REPLACING CONCRETE CURB AND GUTTER

- A. The Contractor shall remove the curb and gutter when encountered when required for installing the manhole. Only that portion of the curb and gutter needed to install the manhole shall be removed. Where concrete curb and gutter removed or disturbed during the construction work, it shall be replaced, using 3,000 psi concrete, in fully as good or better condition than which existed prior to the Contractor's operation.

3.06 REPLACEMENT OF EXISTING MAIL BOXES, CULVERTS, CLOTHES LINE POSTS, FENCES AND OTHER SUCH FACILITIES

- A. Existing mail boxes, drainage culverts, clothes line posts, fences and the like shall not be molested or disturbed unless necessary, in which case, they shall be replaced in as good condition as found as quickly as possible. Existing materials shall be reused in replacing such facilities when materials have not been damaged by the Contractor's operations. Existing facilities damaged by Contractor's operation shall be replaced with new materials of the same type at the Contractor's expense. Work in this category is not a pay item.
- B. Replacement of paved drainage ditches within highway right-of-way shall be accomplished in accordance with Department of Transportation specifications.

3.07 MANHOLE FRAME INSTALLATION

- A. The manhole frame casting shall be centered over the opening in the cone or grade ring of the manhole, with a bituminous mastic joint sealing compound applied between the concrete and the casting.
- B. The frame shall be bolted to the cone or grade ring with wedge anchors.

3.08 TESTING

This specification shall govern the vacuum testing of sanitary sewer manholes and structures and shall be used as a method of determining acceptability by the Owner, in accepting maintenance of a sanitary sewer manhole or structure on behalf of the public. Other forms of testing of some manholes may be required, as deemed necessary by the Owner.

- A. Manholes shall be tested after installation with all connections in place.
 - 1. Lift holes, if any, shall be plugged with an approved, non-shrinkable grout prior to testing.
 - 2. Drop connections shall be installed prior to testing.
 - 3. The vacuum test shall include testing of the seal between the cast iron frame and the concrete cone, slab or grade rings.
 - 4. The manholes shall be backfilled and finished to design grade.
- B. Test Procedure:
 - 1. Temporarily plug, with the plugs being braced to prevent the plugs or pipes from being drawn into the manhole, all pipes entering the manhole at least eight inches into the sewer pipe(s). The plug must be inflated at a location past the manhole/pipe gasket.
 - 2. The test head shall be placed inside the frame at the top of the manhole and inflated, in accordance with the manufacturer's recommendations.
 - 3. A vacuum of 10" of mercury shall be drawn on the manhole. Shut the valve on the vacuum line to the manhole and disconnect the vacuum line.
 - 4. The pressure gauge shall be liquid filled, having a 3.5 inch diameter face with a reading from zero to thirty inches of mercury.
 - 5. The manhole shall be considered to pass the vacuum test if it holds at least 9 inches of mercury for the following time durations:

Manhole Depth	Time (Minutes)		
	4" Diameter	5' Diameter	6' Diameter
20 Feet or Less	1	2	3
20.1 to 30 Feet	2	3	4

- 6. If a manhole fails the vacuum test, the manhole shall be repaired with a non-shrinkable grout or other suitable material based on the material of which the manhole is constructed and retested, as stated above.
- 7. All temporary plugs and braces shall be removed after each test.

Manholes will be accepted as having passed the vacuum test requirements if they meet the criteria stated above.

3.09 CLEAN UP

- A. Upon completion of installation of the manholes and appurtenances, the Contractor shall remove all debris and surplus construction materials resulting from the Work. The

Contractor shall grade the ground around and adjacent to the construction area in a uniform and neat manner leaving the construction area in a shape as near as possible to the original ground line.

END OF SECTION

**SECTION 02533
SEWER LINE CLEANING**

PART 1 – GENERAL

1.1 SCOPE OF WORK

- A. Provide all labor, materials, equipment and services required for cleaning the sewer lines and manholes as specified herein.

1.2 GENERAL INFORMATION

- A. Since the success of sewer line grouting and related work depends a great deal on the cleanliness of the lines, the importance of the cleaning operation cannot be too strongly emphasized. The equipment selected for cleaning shall be capable of removing all dirt, grass, rocks, and other deleterious materials from the sewer lines and manholes. Particular emphasis is placed on the removal of grease accumulations so that cracks and breaks can be observed during television inspection and so that joints can be isolated during testing and sealing operations.

1.3 METHODS

- A. The Contractor must be knowledgeable and capable of providing the equipment necessary to perform the following methods: 1) hydraulic jet, and/or 2) root auger. Precaution shall be taken during the cleaning operation to insure that adjacent sewer customers' buildings are not flooded. Selection of the equipment to be used shall be based upon the condition of the sewer section at the time the work commences. The cleaning method chosen shall effectively remove debris such that 95% of the pipe's circumference is visible and restores the sewer to hydraulic capacity.

1.4 ACCESS TO WORK

- A. The Contractor shall notify the Engineer and the Owner, and shall secure permission to move necessary personnel and cleaning equipment onto rights-of-way and easements prior to initial cleaning. It shall be the contractor's responsibility to protect public and private property at all times. The contractor shall be responsible for any damages to public and/or private property resulting from the cleaning or associated work. Other responsibilities involving access to work shall be as provided for in the General and Special Conditions hereinbefore.
- B. The Contractor shall be responsible for maintaining appropriate standards of safety, including but not limited to, OSHA requirements and Confined Space Entry Requirements.
- C. The contractor shall provide schedules of the work planned to the owner on a weekly basis.
- D. No inspections shall be conducted on interceptor sewers or combined sewers during or within 24 hours following a storm event.

PART 2 – EQUIPMENT

2.1 SEWER CLEANING EQUIPMENT

- A. All high-velocity sewer cleaning equipment shall be truck-mounted for ease of operation. The equipment shall have a minimum of 800 feet of 1-inch ID high-pressure hose and a selection of two or more cleaning nozzles. Required length and diameter of hose may be increased in order to provide adequate flow and pressure for the entire section length without requiring a reverse setup when cleaning large diameter sewers
- B. As a minimum the equipment shall have a capacity of 60 gallons per minute (gpm) and a working pressure of 1200 pounds per square inch (psi). The nozzles shall be capable of producing a scouring action from 15 deg to 45 deg in all size lines designated for cleaning. A finned nozzle extension is also required to keep the hose from turning up a service lateral and for the safety of the operator and crew.
- C. The equipment shall carry its own water tank capable of holding a minimum of one thousand gallons, an auxiliary pump, pump engine, a pump, and a hydraulically driven hose reel.
- D. All controls shall be located so that the equipment can be operated above ground with minimal interference to traffic and/or danger to the operator.
- E. For cleaning large diameter sewer, storm, or combination pipes, consideration should be given to a combination hydraulic high volume water and solids separation system. The flow from the sewer will provide water for the pump operation so no potable water is necessary and treatment costs are not a factor. Water volume of up to 160 GPM at 2000 PSI will move solids to the downstream manhole in high flow conditions. The separation system will dewater solids to 95% (passing a paint filter test) and transfer them to a dump truck for transport to a sewage treatment plant or approved landfill. Sewer water will be filtered to a point where it can be used in the pump for continuous cleaning. No bypassing of sewer flows will be necessary. The unit shall be capable of 24 hour operation and the unit shall not leave the manhole until a section is fully cleaned.

2.2 HEAVY CLEANING

- A. Heavy Cleaning - In the event that the hydraulic cleaning effort requires more than three (3) passes (on small diameter sewers 6"-15") to successfully remove all dirt, grease, rocks, sand and other materials (excluding roots), the sewer line shall be considered in need of heavy cleaning subject to the approval of the Owner, and will be paid on that basis.
- B. Removing settled debris in large diameter sewers (18" and over) may require more than three (3) passes. Extra passes required to remove settled debris in large diameter lines will not be paid as heavy cleaning and should be included in the contractor's unit prices. Quantity of settled debris in large diameter sewers may require step cleaning of sewers. The contractor shall take all necessary precautions to prevent debris being removed from sewer from accumulating and causing blockages. Heavy Cleaning may be required for removing debris attached to the interior of the sewer at the owner's request.

2.3 ROOT AUGER EQUIPMENT

- A. Root auger equipment shall be approximately the same diameter as the sewer being cleaned.

- B. The auger(s) shall be kept sharp and have an attachment mounted ahead of the cutter that will permit the tool to "ride into" the next length of pipe rather than be stopped by an irregularity or offset in the pipe wall.

2.4 OTHER EQUIPMENT

- A. The contractor shall furnish all equipment and appurtenances required for removal of the debris from the sewer system. NO extra payment will be made for removing or disposing of the debris since this is considered a part of the cleaning scope of work.

PART 3 - EXECUTION

3.1 MATERIAL REMOVAL

- A. ALL sludge, dirt, sand, rocks, grease, and other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section shall not be permitted.
- B. ALL materials shall be removed from the site no less often than at the end of each workday. Under NO circumstances will the contractor be allowed to accumulate debris, etc., on the site of work beyond the stated time except in totally enclosed containers and as approved by the Engineer.

3.2 ROOT REMOVAL

- A. Roots shall be removed in the designated sections. Special precautions should be exercised during the cleaning operation to assure removal of roots. Mechanical cleaning equipment shall be used to remove roots and heavy accumulations of silt, sludge, etc. Bucket machines shall be operated in pairs with each machine powered by an engine with a minimum of 16 horsepower (h.p.) to insure sufficient pulling power. Machines shall be capable of operating at least two speeds to match job conditions. Sufficient accessories and tools shall be furnished to accomplish the required cleaning in a complete and efficient manner.
- B. Power rodding machines shall be of a continuous rod type capable of holding a minimum of 1000 feet of rod. The rod shall be specially treated steel. The machine shall have a positive rod drive and produce a 2000-pound rod pull. To insure safe operation, the machine shall have a fully enclosed body and an automatic safety throw-outcatch.

3.3 DISPOSAL OF DEBRIS

- A. Unit prices for cleaning shall include the cost of trapping and removing any and all roots, sediments, and residual wastes from sewer system manholes as the cleaning progresses.
- B. Where a hydraulic jet sewer cleaner is used to scour or flush sewer lines, a vacuum unit or other suitable method as approved by the Engineer shall be used in conjunction with the hydraulic jet cleaner to remove and dewater the suspended matter from the downstream manhole.
- C. The contractor shall provide for adequate transportation and satisfactory disposal of the debris removed from the system. The debris will be disposed of in an area provided for by the Owner at the Paducah Wastewater Treatment Plant.

3.4 CLEANING PRECAUTIONS

- A. During all sewer-cleaning operations, satisfactory precautions shall be taken to protect the sewer lines from damage that might be inflicted by the improper use of cleaning equipment.
- B. Whenever hydraulically propelled cleaning tools (which depend upon water pressure to provide their cleaning force, or any tools which retard the flow of water in the sewer line) are used, precautions shall be taken to ensure that the water pressure created does not cause any damage or flooding to public or private property being served by the manhole section involved.
- C. When using fire hydrants for obtaining water for the hydraulic cleaning operation, water shall be conserved and not used unnecessarily. Water may be obtained from the Owner designated fire hydrants. No fire hydrant shall be obstructed in case of a fire in the area served by the hydrant, nor shall a hydrant be used for the purpose described above unless a vacuum break is provided.

3.5 FINAL ACCEPTANCE

- A. Acceptance of this portion of the work shall be made upon the successful completion and shall be to the satisfaction of the Engineer. Where cleaning is not found to be satisfactory, additional cleaning may be required by the Engineer at NO extra cost. Particular attention should be given to the adequacy of the cleaning.

END OF SECTION

SECTION 02534-INTERNAL TELEVISION INSPECTION PART

1 - GENERAL

1.1 SCOPE OF WORK

- A. Provide all labor, materials, equipment and services for the television inspection of the sewer lines as described herein and as shown on the Drawings. Inspection shall be performed through the use of a video inspection software program such as "WinCam" or other NASSCO certified equal

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Sewer Line Cleaning: Section 02533

1.3 SUBMITTALS

- A. Two (2) color hard copies of the inspection data sheets shall be provided. The information shall include a still shot of each defect and/or each lateral along with the related location. Each defect should be listed and color-coded by severity on the inspection data sheets. A summary table listing the lines televised, the footage per line, the diameter, and the line number based on the manhole number (USMH-DSMH) shall also be included. The video inspection data sheets shall be sorted in numerical order by basin and manhole number.
- B. The video submitted shall be in Flexidata 6.3.1 format (or in NASSCO V4.4 certified software format) on a new portable storage device supplied by Contractor containing the digital video records, still shots, inspection data sheets, and summary tables. The processed submittals shall be submitted to Engineer and Owner as the project is completed.

1.4 CONTRACTOR'S EXPERIENCE

- A. The Contractor shall be experienced in television inspection, and capable of providing the equipment and personnel necessary to perform the specified work.
- B. The Contractor shall notify the Engineer and shall secure permission to move necessary personnel and cleaning equipment onto rights-of-way and easements prior to initial cleaning. It shall be the Contractor's responsibility to protect public and private property at all times. The Contractor shall be responsible for any damages to public and/or private property resulting from the cleaning or associated work. Other responsibilities involving access to work shall be as provided for in the General and Special Conditions hereinbefore.
- C. The Contractor shall be responsible for maintaining appropriate standards of safety, including but not limited to, OSHA requirements and Confined Space Entry Requirements.

PART 2 - EQUIPMENT

2.1 TELEVISION INSPECTION EQUIPMENT

- A. The television camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear

picture for the entire periphery of the pipe. The camera shall be operable in 100 percent humidity conditions. The camera utilized for closed circuit televising shall be equipped with remote control devices to adjust the light intensity. The camera shall be equipped with an articulating (rotating camera head) lens to provide clear views of laterals and other items of importance. The camera shall be able to transmit a continuous image to the television monitor as it moves through the sewer segment. The camera, television monitor, and other components of the video system shall be capable of producing a minimum 500-line resolution video picture. Picture quality and definition shall be to the satisfaction of the Engineer and if unsatisfactory, equipment shall be removed and no payment made for unsatisfactory inspection.

- B. The camera monitor shall be located within a television unit that will accommodate two people to watch the sewer line inspection. The Engineer and Owner shall have access to view the television monitor at all times.
- C. A skilled technician shall control the operation of the equipment from a control panel located in the television unit and shall have control of the movement of the television camera at all times. This may be accomplished by means of remote-control winches or by telephone or other suitable means of communications between the winches at either end of the line segment being inspected.

PART 3 - EXECUTION

3.1 RECORDS OF INSPECTION

- A. After cleaning the sewer segment the Contractor shall internally inspect, via television inspection, the sewer segment. Personnel conducting the televising inspection shall be experienced in operating a sewer television camera and analyzing pipe conditions from the video image.
- B. A log approved by the Engineer shall be provided for all line inspections listing the watershed, manhole numbers and street location where applicable. Printed location records shall be kept by the contractor and will clearly show the location of each infiltration point observed during inspection. In addition, other points of significance such as locations of building sewers, unusual conditions, roots, storm sewer connections, broken pipe, presence of scale and corrosion and other discernible features will be recorded and a copy of log sheet and digital video record (portable storage device or "flashdrive") will be supplied to the Owner and Engineer on completion of project. Abbreviations shall be PACP coded on each logsheet.
- C. The locations of all the defective areas and points of significance will be identified by logging the distance from each defect or point of interest measured from the center of the starting manhole to the plane of focus of the camera. The importance of accurate distance measurements is emphasized. Measurement for location of defects shall be above ground by means of a meter device. Marking on the cable or the like, which would require interpolation for depth of manhole, will not be allowed. Accuracy of the distance meter shall be checked by use of a walking meter, roll-a-tape or other suitable device, and the accuracy shall be satisfactory to the Owner's Representative.
- D. All manhole numbers must be used as printed on maps and documents. The entire number/letter sequence must be used and is case sensitive, abbreviated manhole numbers will not be accepted in the final submittal. Any errors in this area may require either additional editing by the contractor or a new video inspection of the sewer line.

- E. In large diameter sewers where pipe joints cannot be readily seen in detail when the camera is moving the technician operating the camera shall stop at joints and pan to identify any defects within the joint.

3.2 RECOMMENDED METHOD FOR INTERNAL INSPECTION

- A. The camera shall be moved through the line in the downstream direction at a uniform rate not to exceed 30 ft./min., stopping when necessary to insure proper documentation of the pipe's condition. Manual winches, power winches, TV cable, and power rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions may be used to move the camera through the sewer line.
- B. The Contractor shall present on video in flexidata (or NASSCO certified software) continuous image of not less than 90% of the internal pipe diameter at all times. Maximum acceptable speed of camera through sewer shall be thirty feet per minute (30 fpm).
- C. If any obstruction in the sewer segment, such as a protruding building lateral, prohibits the passage of the television camera, the Contractor shall attempt to inspect the remainder of the sewer segment by making a reverse setup at the next downstream manhole.

END OF SECTION

SECTION 02535 - SEWER FLOW CONTROL (BYPASS PUMPING)

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. When sewer line depth of flow at the upstream manhole of the section being worked is above the maximum allowable depth, the flow shall be reduced to the level shown below by operation of pump stations, plugging or blocking of the flow, or by pumping and bypassing of the flow as specified. NO OVERFLOW OF SEWAGE SHALL BE ALLOWED.

1.2 ALLOWABLE DEPTH OF FLOW

- A. Depth of flow shall not exceed that shown below for the respective pipe sizes as measured in the manhole when performing television inspection, joint testing and/or sealing, and repairs.
- B. Maximum Depth of Flow:

6" - 12" Diameter Pipe	10% of pipe diameter
15" - 24" Diameter Pipe	15% of pipe
diameter over 27" Diameter Pipe	20% of pipe diameter

1.3 PLUGGING OR BLOCKING

- A. A sewer line plug shall be inserted into the line upstream of the section being worked. The plug shall be so designed that all or any portion of the sewage can be released. During TV inspection, testing and sealing operations and repairs, flow shall be reduced to within the limits specified above. After the work has been completed, flow shall be restored to normal.

1.4 PUMPING AND BYPASSING:

- A. When pumping and bypassing is required the Contractor shall supply the pumps, conduits, and other equipment to divert the flow of sewage around the manhole section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during a rainstorm. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system. If pumping is required on a 24-hour basis, engines shall be equipped in a manner to keep noise to a minimum.

1.5 FLOW CONTROL PRECAUTIONS

- A. When flow in a sewer line is plugged, blocked, or bypassed; sufficient precautions must be taken to protect the sewer lines from damage that might result from sewer surcharging. Further, precautions must be taken to insure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved. If such damage occurs, it shall be the Contractor's responsibility to clean, disinfect, and replace, where appropriate, any and all damaged public or private property as quickly as possible.

1.6 BYPASS PUMPING

A. The Contractor shall have prior approval from the Owner before bypass pumping is begun.
All bypass pumping will be under the supervision of the Owner.

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION (NOT APPLICABLE)

END OF SECTION

PVC SECTION 02536**FOLDABLE PVC LINER****PART 1 - GENERAL****1.1 DESCRIPTION**

- A. The Contractor shall furnish all labor, equipment and materials necessary to complete the lining of sanitary and storm sewers as stipulated herein and as shown on the Contract Documents. The work shall include the preparation of the construction site, including cleaning and flushing of existing piping; flow control bypass pumping; protection of existing conditions during installation work; unloading; hauling; distribution and installation; testing of all pipe, fittings, scaffolding, piping, valves, boilers, etc. and other accessories as required for proper installation; protection of the site during the work, including protection of necessary watchmen, warning lights, barricades, traffic control, dust control and maintenance of detours, as needed; and the cleanup of the work site.
- B. It is the intent of this Specification to provide for the reconstruction of sanitary sewers by the installation of a polyvinyl chloride (PVC) pipe liner into the existing sewer line. When installed, the pipe liner shall extend over the length of the pipe between manholes in a continuous, tight fitting, watertight pipe-within-a-pipe. The lining system shall be installed using trenchless technology, with no excavation or surface restoration required.

1.2 SUBMITTALS

- A. Submit product data, video records, and installation instructions for approval.
- B. After award of the Contract and before any materials are delivered to the job site, the Contractor shall submit to the Engineer a complete list of all materials proposed to be furnished and installed for the work.
 - 1. The materials list shall include the manufacturer's name and catalog number for each item, furnish catalog cuts and technical data, and the manufacturer's recommendations as to method of installation.
 - 2. Upon approval of the Engineer, the manufacturer's recommendations shall become the basis for acceptance or rejection of actual methods of installation used in the work.
 - 3. The Contractor shall not permit any sewer-lining component to be brought onto the job site until it has been approved by the Engineer.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Protection: The Contractor shall use reasonable means to protect sewer lining materials before, during, and after installation and to protect the installed work and materials of all other trades.
- B. Replacement: In the event of damage to the sewer lining materials, the Contractor shall make timely repairs and replacements necessary to the approval of the Engineer at no additional cost to the Owner.

1.4 WARRANTY

The Contractor shall warrant all work to be free from defects in workmanship and materials for a period of one year from the date of final completion of the project.

1.5 EXISTING SEWER SYSTEM

- A. Active Sewers: The Contractor shall maintain in operating condition all active sanitary and storm sewers encountered in the sewer lining installation.
- B. Connections to Existing Sewers and Structures: The Contractor shall make all required connections to existing sewers and structures (i.e., manholes, drop inlets, headwalls) and carry out such work in accordance with local standards and requirements and as directed by the Engineer. The Contractor shall exercise reasonable care to prevent debris from entering existing sewers to be lined.

PART 2 – PRODUCTS

2.1 PIPE LINING MATERIALS

- A. Polyvinyl Chloride Liner
 - 1. The liner shall be fabricated to a size which, when installed, will fit the internal circumference of the pipe as specified by the Engineer. Allowance for circumferential expansion during installation shall be made. The liner material shall be made only from a polyvinyl chloride (PVC) compound.
 - 2. The minimum liner length shall span the distance from the inlet to the outlet of the pipe to be lined. The Contractor shall verify the lengths in the field before insertion of the liner. The minimum wall thickness of the liner shall be in accordance with the manufacturer's recommendations or SDR 35 whichever is greater.
 - 3. Unless otherwise specified, the Contractor shall furnish a polyvinyl chloride compound liner pipe meeting or exceeding the requirements for cell classification and minimum physical properties as defined in specification ASTM 1871 and exceeds those requirements with properties as listed in the following table:

Physical C	Test Pro	Pipe M
Tensile	ASTM	5,0
Tensile	ASTM	>28
Flexural	ASTM	>28

- 4. The pipe liner shall be able to accommodate changes in host pipe diameter of up to a 20% increase, with design approval by Owner's and manufacturer's representative.
- 5. The pipe liner shall be able to accommodate changes in host pipe shape, including in-line transitions between round, oval and rectangular box, with design approval by Owner's and manufacturer's representative.

2.2 STRUCTURAL REQUIREMENTS

- A. The newly installed liner shall be designed for a minimum fifty-year service life under continuous loading conditions.
- B. Design of the liner shall be based on the condition of the existing pipe which shall be classified as fully deteriorated - pipe is structurally unsound, suffering from severe cracks, missing sections or other defects. The liner shall be designed to withstand all imposed loads.
- C. The liner shall be designed by a registered professional engineer and shall have sufficient wall thickness to withstand the anticipated external pressures and loads which will be imposed after installation. The design of the liner shall include considerations for ring bending, deflection, combined loading, buckling, and ovality.
- D. Calculations which determine wall thickness requirements of the liner shall be submitted to the engineer for review prior to installation. Designs shall be based on the use of standard flexible pipe equations, as detailed in ASTM-F-1216 and shall account for the effects of ovality.
- E. A safety factor of at least two (2) shall be utilized.

PART 3 - EXECUTION

3.1 EXISTING CONDITIONS

- A. Inspection:
 - 1. Prior to installation the Contractor shall: Inspect the host pipe for any pre-existing conditions that could inhibit the installation of the liner.
 - 2. Verify that the liner is to be installed in accordance with all applicable codes, regulations, referenced standards and the manufacturer's recommendations.
- B. Discrepancies:
 - 1. In the event of a discrepancy, immediately notify the Engineer.
 - 2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.2 FIELD MEASUREMENTS

Make all necessary measurements in the field to ensure precise fit of items in accordance with the Contract Documents.

3.3 INSPECTION OF PIPE LINER

No pipe shall be lined without prior notification to the Engineer. Each liner shall be subject to inspection by the Engineer immediately before installation, and defective liner will be rejected.

3.4 INSTALLATION OF PIPE LINER

Installation of PVC pipe liner shall be performed by personnel who are recognized by the manufacturer as an authorized installer of its PVC pipe liner product.

- A. Installation Procedures: The following installation procedures shall be adhered to unless otherwise approved by Owner's representative.
 - 1. Safety: The Contractor shall carry out its operations in accordance with all OSHA and manufacturer's safety requirements involving working with hazardous/combustible materials, scaffolding, and entering confined spaces.
 - 2. Cleaning of sewer line: It shall be the responsibility of the Contractor to remove all internal debris from the sewer line prior to installation.
 - 3. Inspection of pipelines: Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles, and service connections by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any condition that may prevent the proper installation of the liner into the pipeline, and it shall be noted so that these conditions can be corrected. The Owner shall keep a videotape and suitable log for later reference.
 - 4. Bypassing flow: The Contractor, when required, shall provide for the flow around the section of pipe designated for the liner. (Bypassing flow for the purposes of pre-inspection, installation, or post inspection will not be an additional pay item).
 - 5. Line obstructions: The Contractor shall clear the line of obstructions or collapsed pipe that will prevent the insertion of the liner. If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, then the Contractor shall make a point repair excavation to uncover and remove or repair the obstruction. Such excavation shall be approved in writing by the Owner's representative prior to the commencement of the repair work and shall be considered as a separate pay item.
- B. Installation of Pipe Liner: The following installation procedures shall be adhered to unless otherwise approved by the Owner's representative.
 - 1. The liner shall be inserted into the sewer through existing structures, without modification of the structures.
 - 2. The liner shall have been wrapped on a coil, in a reduced cross section of either a "C" or an "H" at the time of manufacture, to facilitate insertion into the host pipe.
 - 3. The liner shall be brought to the work site in an apparatus suitable for applying heat to the PVC liner. The coil of liner shall be heated to a temperature (as determined by the manufacturer) to make the liner pliable enough to be easily removed from the coil and to remove any "reel set".
 - 4. The heated liner shall be pulled into the host pipe using a cable from a winch located at a downstream manhole connected through the lumen of the host pipe and attached to the end of the liner. The coiled liner shall be unreeled from the upstream manhole to reduce the amount of tension placed on the liner by the winch cable. The Contractor shall insert enough liner material so that sufficient material is available to allow for insertion of flow-through plugs at both upstream and downstream stations. After the liner pipe has been inserted, allow the material to relax for at least five (5) minutes in order to recover from any stretching that may have occurred during the insertion process. Continue to heat and relax the liner until movement has stopped.

5. After insertion is completed, the Contractor shall supply suitable heat source equipment and flow- through plugs. The equipment shall be capable of delivering steam through the lining section to uniformly raise the temperature to effect forming of the PVC liner pipe. This temperature shall be determined by the system employed.
6. The heat source shall be fitted with suitable monitors to gauge the steam temperature and pressure at the input and exhaust ends of the liner. Steam monitoring methods and forming period shall be recommended by the liner manufacturer.
7. The liner pipe shall be plugged and expanded until it is pressed tightly against the existing host pipe walls.
8. If the liner fails to install properly, the Contractor shall remove the failed liner and replace it with a new liner. This work shall be performed without additional cost to the Owner.
9. After the liner has been formed, the ends of the liner shall be cut away at both structures.
10. When the installation is complete, the liner pipe shall be continuous over the entire length of run between two structures and be as free as commercially practical from visual defects such as foreign inclusions and pinholes.
11. Any defects which affect the integrity or strength of the liner pipe during the warranty period shall be repaired at the Contractor's expense. Allowance shall be given for excess pipe (rib) when the cross- sectional area has been reduced due to offset joints, partial collapse, out-of-round sections, etc.

C. Sealing at Structures: Where liners enter a manhole a non-bentonite hydrophilic seal shall be installed between the liner and the host pipe. Seal shall be LMK Technologies Insignia end seal or equal.

D. Service Connections: After the pipe liner has been formed in place, the Contractor shall reconnect the existing active service connections as designated by the Engineer. This shall be done without excavation, and in the case of non-man entry pipe, from the interior of the pipeline by means of a television camera and a cutting device that re-establishes the service connection to not less than 90 percent capacity.

E. Clean-up:

1. The Contractor shall restore or replace paving, curbing, sidewalks, gutters, shrubbery, fences, sod or other surfaces or structures disturbed by the work to a condition equal to that before the work began, to the satisfaction of the Engineer, and shall furnish all labor and material incidental thereto.
2. Surplus liner material, tools and temporary structures shall be removed by the Contractor after completion of the work. All dirt and rubbish from the operation shall be legally disposed of by the Contractor, and the construction site shall be left clean to the satisfaction of the Engineer.

F. Installed Material Test

Contractor shall take samples of liner installed once a day or for every 3,000 ft installed whichever happens first. Contractor shall include costs of making samples and having physical test completed on each to verify compliance with these specifications. Failure for the sample to meet all applicable requirements may require additional testing intervals and correction of any inadequate work already completed.

SECTION 02700**SITE RESTORATION****PART 1 - GENERAL****1.01 CLEAN-UP**

Upon completion of the installation of the sewer main and appurtenances, the Contractor shall remove all debris and surplus construction materials resulting from his work. The Contractor shall grade the ground along each side of the pipe trench and/or structure in a uniform and neat manner leaving the construction area in a shape as near as possible to the original ground line.

PART 2 - PRODUCTS**2.01 SEEDING**

A. All graded areas shall be seeded at the rate of six (6) pounds of seed per 1,000 square feet. The mixture shall consist of:

Kentucky 31 Fescue	60%
Creeping Red Fescue	20%
Annual Rye Grass	20%

B. After seed has been distributed, the Contractor shall cover areas with straw to a depth of 1-1/2". Any necessary re-seeding or repairing shall be accomplished by the Contractor before final acceptance. Seeding is not a pay item.

PART 3 - EXECUTION**3.01 SITE RESTORATION**

A. After installation of water lines, the construction site will be restored to its original condition or better. All paved streets, roads, sidewalks, curbs, etc. removed or disturbed during construction shall be replaced, and all materials and workmanship shall conform to standard practices and specifications of the Owner, and/or to the Kentucky Department of Highways requirements, and specifications, whichever applies. Gravel, cinder or dirt streets, drives and shoulders shall be replaced and sufficiently compacted to provide a surface suitable for carrying the type of traffic normally imposed at the location.

B. All seeded areas shall be watered daily during the germination period, unless rain supplies the required moisture. The Contractor shall replace, at his own expense, trees, shrubs, etc. disturbed during construction.

C. The Contractor shall remove from the site all equipment, unused materials and other items at his expense. The construction site shall be left in a neat, orderly condition, clear of all unsightly items, before the Work is finally accepted.

- END OF SECTION -

SECTION 02900**SEEDING AND SODDING****PART 1 - GENERAL****1.01 DESCRIPTION OF WORK**

A. Landscape development work in this phase shall consist of the installation of ground cover and lawns. "Planting Area" means all areas to be planted with ground cover, erosion control plantings and/or lawns.

1.02 RELATED WORK

A. Subgrade elevations, excavation, fillings, and grading required to establish elevations shown on Drawings are not specified in this Section. Refer to this Division, Section 02200.

B. Erosion and sediment control are included in this Division, Section 02270.

1.03 SCOPE

Furnish all material, labor, transportation and equipment to properly complete the landscaping and turfing of the planting areas, or reasonably implied to complete the construction. Included as a part of the work of this Section, but not necessarily limited by it, are the following items.

A. Clear and remove from the planting areas all debris, surface growth, or other undesirable material.

B. Fine grading of all turf and planting areas, including the addition of amended topsoil if required.

C. Topsoil shall be placed to a minimum compacted depth of 6 inches and on all disturbed areas.

D. Vinca and/or Vetch shall be planted on all slopes steeper than 4:1, or as otherwise shown on the Drawings.

E. Furnishing and installation of all lawns and ground covers.

F. Providing maintenance throughout establishment.

G. Cleanup and weeding of all landscaped areas.

H. Seed and mulch all disturbed areas with slopes shallower than 4:1, with grass seed.

I. Seed and mulch all disturbed areas with slopes steeper than 4:1 with crown vetch.

1.04 SPECIAL REQUIREMENTS

A. All scaled dimensions on the Drawing are approximate. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions, quantities and grade elevations, and shall immediately inform the Engineer of any discrepancies.

- B. During the construction and maintenance period, the contractor shall take every precaution and avoid damage to any underground facilities. The Contractor shall be held responsible for any and all damage to such facilities and shall repair the same at no cost to the Owner.
- C. When conditions are such, by reason of drought, high wind, excessive moisture, or other factors, that satisfactory results are not reasonably attainable, the work shall be stopped and shall be resumed only when conditions are again favorable.
- D. Grading and soil preparation work shall be performed only during periods when beneficial and optimum results may be obtained. If the moisture content of the soil should reach such a level that working it would destroy the soil structure, spreading, grading and tilling operations shall be suspended until the moisture content reaches acceptable levels and the desired results are attainable.

PART 2 - MATERIALS

2.01 GENERAL

- A. All materials shall be of standard, approved and first grade quality and shall be in prime condition when installed and accepted. Any commercially processed or packaged material shall be delivered to the site in the original unopened container bearing the manufacturer's guaranteed analysis.

2.02 TOPSOIL

- A. Topsoil shall be fertile, friable, natural topsoil typical of topsoil of the locality, and shall be obtained from a well drained site that is free of flooding. It shall be without admixture of subsoil or slag and free of stones, lumps, plants or their roots, sticks, clay, peat and other extraneous matter and shall not be delivered to the site or used while in a frozen or muddy condition.
- B. At least 10 days prior to anticipated start of topsoiling operations a 1 pint sample of topsoil material shall be delivered to the Engineer for testing and approval. Based on tests performed by the Engineer, the topsoil shall be identified as acceptable, acceptable with certain fertilizer and limestone applications or unacceptable. If the topsoil is found acceptable the fertilizer and lime requirements will be as specified or as recommended by the Engineer. If the topsoil is found unacceptable, the Contractor shall be responsible for identifying another source of topsoil and shall incur all expenses associated with testing additional samples. All topsoil incorporated into the site work shall match the sample provided to the Engineer for testing.

2.03 SOIL CONDITIONERS AND FERTILIZERS

- A. Soil conditioners may include any or all of the specific conditioners herein specified and shall be applied at rates indicated on the Drawings or in the Special Conditions.
- B. Manure: Manure shall consist of ground, well composted steer manure as taken from feeding pens, which is screened to pass through a one inch screen and which is free of weed seeds, dirt, sawdust, shavings, straw, refuse, harmful chemicals and other foreign matter. The material shall be composted no less than 180 days and no more than one year. The manure shall be subject to inspection prior to delivery.
- C. Lignin Based Soil Conditioners: Lignin based soil conditioners shall be an organic based soil conditioner manufactured under a process which by action of sulphuric acid and hot gases separates cellulose from wood, leaving long lasting lignin particles.

The material shall have the following analysis:

pH	5.5%
Moisture	15.5%
Ash	1.9%
Organic Matter	84.6%
Total Nitrogen	1.0%
Total Phosphoric Acid	0.05%
Total Potash	0.05%

As "Loamite Soil Amendment" or equal in quality.

- D. Redwood Shavings: Redwood shavings shall be leached and nitrogen fortified with the residual nitrogen content of 1%.
- E. Fertilizer: Fertilizer shall be a commercial grade pelleted or chip type, as "Agriform Blue Chip", or equal, uniform in composition, dry and free flowing, of the following analysis.

Nitrogen	24.0% minimum
Nitroform	14.0% minimum
Phosphoric Acid	24.0% minimum
Potash	8.0% minimum
Iron (metallic)	0.4% minimum

Particle size not less than 2% through a number 48 mesh.

And/or

Commercial fertilizers with an analysis of 1584 or approved substitute as required by the specifications.

Fertilizer shall be delivered to the site in the original unopened container bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted.

- F. Peat Moss: Peat moss shall be a commercial baled Canadian sphagnum material with a pH of 4.5 to 5.5. The moss shall be free of woody material and minerals or foreign matter harmful to plant life. As "Sunshine" brand or equal.

2.04 GRASS SEED

- A. The seed mixture to be sown shall be in the following proportions:

Common Name	Proportion By Weight	% of Purity	% of Germination
Kentucky Bluegrass	40	90	85
Chewings Fescue	25	90	85
Italian Rye Grass	20	90	85
Red Top	10	90	85
White Clover	5	95	90

- B. All seed shall be fresh and clean and shall be delivered mixed, in unopened packages, bearing a guaranteed analysis of the seed and mixture.
- C. Germination must be certified to conform to the following minimums: 90% pure and 85% germination.

2.05 CROWN VETCH (Crown vetch slopes of 3:1 or greater)

The seed mixture to be sown shall be in the following proportions:

<u>Common Name</u>	<u>Botanical Name</u>	<u>Proportion By Weight</u>	<u>Percent of Purity</u>	<u>Percent Of Germination</u>
Penngift Crown Vetch (inoculated)	Coronilla Vetchii "Pennfift"	75%	90%	90%

2.06 SOD

- A. Sod shall be well-rooted Kentucky Bluegrass (*Poa pratensis*) completely free of noxious weeds. It shall be mowed to a height not to exceed 3" before lifting, and shall be of uniform thickness, with not over 1-1/2" or less than 1" of soil.
- B. Nursery sod shall meet applicable requirements set out above and shall be a variety or blend of Kentucky Bluegrass. It shall comply with nursery inspections and plant quarantine regulations of the states of origin and destination as well as with Federal regulations governing interstate movement of nursery stock. A valid copy of the certification of nursery inspection shall accompany each shipment.

PART 3 - EXECUTION

3.01 GRADING AND SOIL PREPARATION

- A. Final Grades: After the foregoing specified deep watering, minor modifications to grade may be required to establish the final grade. These areas shall not be worked until the moisture content has been reduced to a point where working it will not destroy the soil structure.
 - 1. Finish grading shall insure proper drainage of the site.
 - 2. All areas shall be graded so that the final grades will be one inch below adjacent paved areas, sidewalks, valve boxes, headers, cleanouts, drains, manholes, etc.
 - 3. Surface drainage shall be away from all building foundations.
 - 4. Eliminate all erosion scars.
 - 5. The Contractor shall request an inspection by the Engineer for approval of the final grades and elevations before planting operations shall begin.
- B. Lawn: Lawns will be planted by seeding.

1. After preparation of soil in accordance with section on "Grading and Soil Preparation," the areas to be planted to lawn shall be rolled, raked, and floated to finish grade by any method acceptable to the Owner, with the finish grade being smooth and even, free of rocks and clods, and reasonably well firmed. Prior to planting, the surface of the area shall be sufficiently loose and friable to receive the seeds, or sod.
2. Pre-Fertilization: Just prior to the planting of turf, evenly broadcast 15 pounds per thousand square feet of commercial fertilizer, 24/24/8, as specified under materials.
3. Method
 - a. This work consists of furnishing all labor, equipment and materials and in performing all operations in connection with the fertilizing and seeding of all the finished graded areas not specified to be sodded or occupied by structures, roads, concrete slabs, sidewalks, walls, etc., and including grassed areas destroyed or damaged by the Contractor.
 - b. The areas to be seeded shall be thoroughly tilled to a depth of at least 4" by discing, harrowing, or other approved methods until the condition of the soil is acceptable to the Engineer. After harrowing or discing, the seed bed shall be dragged and/or hand raked to finished grade.
 - c. Fertilizer shall be 25 lbs. of 10/20/10 or equivalent per 1,000 square feet. The incorporation of the fertilizer and the agricultural lime may be a part of the tillage operation and shall be applied to less than 24 hours nor more than 48 hours before the seed is to be sown.
 - d. Seed shall be broadcast either by hand or approved sowing equipment at the rate of six pounds per 1,000 square feet, uniformly distributed over the area. Broadcasting seeding during high winds will not be permitted. The seed shall be drilled or raked into a depth of approximately 1/2 inch and the seeded areas shall be lightly raked to cover the seed and rolled. Drill seeding shall be done with approved equipment with drills not more than 3 inches apart. All ridges shall be smoothed out, and all furrows and wheel tracks likely to develop into washes, shall be removed.
 - e. Seed may be sown during the following periods:

February 1 to April 15

August 15 to October 15
 - f. Seed may not be sown at any other time except with the written approval of the Engineer.
 - g. After the seed has been sown, the areas so seeded shall be mulched with clean straw at the rate of one (1) bale per 2,000 feet (approximately 1 inch loose depth). Mulch on slopes shall be held in place with binder twine staked down at approximately 18 inch centers or by other equally acceptable means.
 - h. Areas seeded shall be protected until a uniform stand develops, when it will be accepted and the Contractor relieved of further responsibility for maintenance. Displaced mulch shall be replaced or any damage to the seeded area shall be repaired promptly, both in a manner to cause minimum disturbance to the

existing stand of grass. If necessary to obtain a uniform stand, the Contractor shall refertilize, reseed and remulch as needed. Scattered bare spots up to one (1) square yard in size will be allowed up to a maximum of 10 percent of any area.

- i. Payment for seeding and mulching shall be included in the lump sum bid.
- 4. Top Dressing: Top dressing may be applied at the option of the Contractor.
- 5. Initial Watering: Immediately following planting or top dressing, if applied, apply a light, fine mist spray to anchor the seed, stolons, and/or dressing to the soil, forming a protective crust to prevent wind erosion and drying of the seed or stolons. The lawn areas shall be kept moist, but not glistening wet, until full germination.
- 6. Final Compaction: Fully germinated lawn areas shall be allowed to dry sufficiently to permit rolling with approximately two hundred to three hundred pound water weighted roller to satisfactorily compact the soil around the grass roots and to provide a firm, smooth mowing surface.

C. Sodding:

- 1. Sod shall be placed as shown on the Drawings.
- 2. Edges of sod shall be cut cleanly, either by hand or machine, to a uniform thickness of 1-1/2 inches or more, depending on the nature of the sod, so that practically all of the dense root system of the grasses is retained. The roots shall be exposed in the sod strip to allow the sod to be handled without undue tearing or breaking. The sod strip shall be of a uniform width of no less than 16 inches and no less than 2 feet in length. Sod shall be free from all primary noxious weeds in accordance with Section 827.11 of KDOH Standard Specifications for Road and Bridge Construction. Acceptance in the field before cutting shall not preclude rejection when delivered to the site if such contamination is found.

3.03 ESTABLISHMENT AND MAINTENANCE PERIOD

- A. The Contractor shall continuously maintain all areas involved in this contract during the progress of the work and during the establishment period until final acceptance of the work by the Owner.
- B. The contractual establishment period shall be for no less than 30 continuous calendar days.
- C. The contractual establishment period begins on the first day after all planting in this project is completed and accepted and the planted areas are brought to a neat, clean and weed free condition.
- D. Any day upon which no work will be required, as determined by the Engineer will be credited as one of the plant establishment working days regardless of whether or not the Contractor performs plant establishment work.
- E. Any day when the Contractor fails to adequately maintain plantings, replace unsuitable plants or do weed control or other work, as determined necessary by the Engineer, will not be credited as one of the plant establishment working days.

- F. Improper maintenance or possible poor condition of any planting at the termination of the scheduled establishment period may cause postponement of the final completion date of the contract. Maintenance shall be continued by the Contractor until all work is acceptable.
- G. In order to carry out the plant establishment work, the Contractor shall furnish sufficient men and adequate equipment to perform the work during the plant establishment period.
- H. Maintenance shall be according to the following standards:
 - 1. All areas shall be kept free of debris and all planted areas shall be weeded and cultivated at intervals of not more than ten days. Watering, mowing, rolling, edging, trimming, fertilization, spraying and pest control, as may be required, shall be included in the establishment period.
 - 2. The Contractor shall be responsible for maintaining adequate protection of the area. Damaged areas shall be repaired at the Contractor's expense.
 - 3. Between the 15th day and the 20th day of the establishment period, the Contractor shall reseed or resod all spots or areas within the lawn where normal turf growth is not evident.
 - 4. Post fertilize all lawns in planted areas at the end of 30 days of maintenance at the rate of 13 pounds per thousand square feet using fertilizer with the analysis 1584 evenly applied and thoroughly watered in.
 - 5. Mowing of turf will commence when the grass has reached a height of two inches. The height of cut will be 1 1/2 inches. Mowing will be done on an as needed basis. Turf must be well established and free of bare spots and weeds to the satisfaction of the Owner prior to final acceptance.

3.04 GUARANTEE AND REPLACEMENT

Note: The following guarantees have no affect on the one year guarantee on labor and workmanship.

- A. Any material found to be dead, missing, or in poor condition during the establishment period shall be replaced immediately. The Engineer shall be the sole judge as to the condition of material. Material found to be dead or in poor condition within the guarantee period shall be replaced by the Contractor within 15 days of written notification by the Owner.
- B. Replacement shall be made to the same specifications required for original plantings.
- C. Material and labor involved in the replacing of materials shall be supplied by the Contractor at no additional cost to the Owner.

3.05 INSPECTIONS

Normal progress inspections shall be requested from the Engineer at least 48 hours in advance of an anticipated inspection. An inspection will be made by the Engineer on each of the steps listed below. The Contractor will not be permitted to initiate the succeeding steps of work until he has received written approval to proceed by the inspector.

- A. Immediately prior to the commencement of work of this section.
- B. Installation of all ground covers.

- C. Planting of all lawn areas.
- D. Final inspection.
- E. Final acceptance of the project.

- END OF SECTION -

SECTION 10012
ELECTROMAGNETIC FLOW METER EQUIPMENT

PART 1 - GENERAL

1.01 WORK INCLUDED

A. The Contractor shall furnish and install the equipment as indicated on the drawings and as herein specified. Each shall be suitably mounted in accordance with the manufacturer's recommendation.

B. The equipment package will include all components and accessories for a complete installation. Therefore, care shall be taken in coordinating the responsibility to provide and install between the suppliers, contractor and subcontractors. For this reason no alternative manufacturers will be acceptable from those listed herein.

1.02 RELATED WORK

A. The Contractor shall be responsible for supplying and installing all equipment as defined in this section and the following related sections:

1. Division 16 – Electrical
2. ~~Division 17 – Instrumentation~~

PART 2 - PRODUCTS

2.01 ELECTROMAGNETIC FLOW METERS

A. General:

1. An inline electromagnetic flow meter system shall be installed as shown on the plans and in accordance with the manufacturer's recommendations.
2. The flow meter system shall operate on the principle of electromagnetic induction, with a pulsed DC excitation frequency, and shall produce a signal output that is directly proportional and linear with the volumetric flow rate of the liquid flowing through the metering tube.
3. The metering system shall include a metering sensor tube (Detector Head), a signal amplifier, and the necessary connecting wiring.

B. Metering Tube:

1. The metering tube shall be constructed of 316 Stainless Steel, and rated for a standard working pressure of 150 PSI.
2. The end connections shall be Carbon Steel flanged, according to ANSI B16.5 Class 150 standards for the 150 PSI WP.
3. The insulating liner material shall be made of a hard rubber elastomer suitable for potable water flow in conformance with manufacturer's recommendation for the intended service or NSF listed model with PTFE liner material where recommended.

4. The detector head metering tube shall include two self-cleaning measuring electrodes.
5. The detector head shall include a third Empty Pipe detection electrode located in the upper portion of the inside diameter of the flow tube in order to detect an empty pipe condition, when the flow tube is running partially empty. Empty Pipe detection that is not activated until 50% of the pipe is empty is not acceptable.
6. The electrodes material shall be corrosion resistance Alloy C.
7. The detector head housing shall be constructed of carbon steel, welded at all joints, and rated to meet NEMA 4 standards.
8. The meter shall be equipped for submersible service, with remote electronics, the detector head housing shall meet NEMA 6P standards including the junction box for remote electrical connections.
9. All meter detector heads shall be provided with a pair of stainless steel corrosion resistance grounding rings.

C. Signal Amplifier:

1. The signal amplifier shall be microprocessor based, and shall energize the detector coils with a digitally controlled pulsed DC, low excitation frequency.
2. The signal amplifier shall feature a precise signal management software to ensure the capture of up to 42 flow measurement sample points per second, thus providing an accurate averaging of the process generated signal.
3. The amplifier shall include a non-volatile memory chip capable of storing all programmable data and accumulated Totalizer values in the event of a power interruption.
4. Automatic zero stability, low flow cut-off, empty pipe detection and bi-directional flow measurement shall be inherent capabilities of the signal amplifier.
5. The amplifier shall include a 4 line, 16 characters, backlit LCD display to display simultaneously the following values:
 - a. Flow Rate in selected unit of measure
 - b. Forward flow Totalizer in selected unit of measure
 - c. Reverse flow Totalizer/Externally Reset Totalizer in selected unit of measure
 - Current software revision number/Error or alarm messages.
6. The signal amplifier shall be provided with all the basic operating functions already pre-programmed as per customer's request. No field programming shall be necessary upon power-up. The amplifier software shall include the option to program a customer's selected password for tamper protection.
7. The signal amplifier shall include a three button programming keypad, easily accessible through front cover for special programming and/or changes. The programming functions shall be available in a user-friendly menu driven software through the 4-line LCD display interface.
8. In addition to the LCD display interface, the amplifier shall provide:

- a. Two scaled pulse outputs: one forward and one reverse.
- b. One Current (4-20 or 0-20 mA) analog output, 800 Ohms max. load.
- c. Two separate flow monitoring alarm output relays (maximum and minimum flow alarms).
- d. One hardware and/or internal errors alarm output relay.

9. All outputs shall be galvanically isolated to 500 volts.

10. The power supply shall be 85/265 VAC 50/60 Hz, 20 VA.

11. The amplifier housing shall be rated to meet NEMA 6P standards and be constructed of cast aluminum. Where indicated on the plans the transmitter/amplifier shall be remote mounted with 30 feet of cable supplied by the meter manufacturer.

C. System Performance And Calibration:

- 1. The metering system shall perform to an accuracy better than $\pm 0.25\%$ of rate over a flow velocity range from 1.0 to 39.4 feet per seconds. The accuracy performance shall be $\pm 0.5\%$ of rate for flow velocities between 0.1 and 1.0 feet per second.
- 2. The metering system shall be capable of measuring the volumetric flow rate of liquids having an electrical conductivity as low as 5 micromhos/centimeter.
- 3. The system measuring repeatability shall be 0.1% full scale.
- 4. Each meter shall be hydraulically calibrated in a certified testing facility, which utilizes a computerized gravimetric testing method with a measuring uncertainty of 0.1%.
- 5. Each meter shall be provided with a calibration certificate indicating the measured error (percent deviation) at three different flows, respectively equivalent to 25%, 50% and 75% of the nominal flow for each size.

D. Manufacturers:

- 1. The electromagnetic flow meter shall be the Magnetoflow® mag meter manufactured by Badger Meter Inc. and include the following:
 - Magnetic flow meter size: 6-inch
 - Quantity: Two
 - Grounding rings for each meter
 - 150 pound rating
 - Remote mount components
 - Electronics and Amplifier Enclosure: NEMA 6P Rating
 - 30 feet of power cable
 - Telemetry Compatibility: 4-20 mA output
 - Provide a flanged equivalent length spool piece for meter replacement

PART 3 - EXECUTION

3.01 INSTALLATION

A. Installation shall be in strict accordance with the Supplier's instruction and recommendations in

the locations shown on the Drawings. Installation shall provide ease of access fro maintenance and calibration of instrumentations and transmitters.

B. All equipment, components, piping and appurtenances shall be installed true to alignment rigidly supported. Any damage caused by the negligence of the Contractor to the above items shall be repaired or replaced by the Contractor to its original condition.

C. The equipment and accessories shall be installed in accordance with the supplier's instruction and located as shown on the Drawings to form a complete workable system.

D. Sample and drain piping shall be supplied by the Contractor. The electrical subcontractor shall make provisions for signal and power conductors.

3.02 SUPPLIER'S SERVICES

A. Preliminary field testing, inspection, and checkout of the entire system, following installation, shall be performed by a qualified representative of both the Supplier and Contractor. Tests shall be conducted to demonstrate to the Engineer that all system components. The purpose of the checkout shall be to ensure that each individual system component has been correctly installed, shall operate fully in the manner intended, and is ready to perform its function as part of an integrated system when placed in continuous operation.

B. The Supplier's representative shall supervise the Owner's operating personnel during the start-up period. Start-up operations shall be continued until it is satisfactorily demonstrated that the equipment is suitable for continuous on-line service.

- END OF SECTION -

SECTION 11305
WASTEWATER GRINDER PUMPING STATIONS

PART 1 GENERAL

1.01 Provide all labor, materials, and equipment necessary for furnishing and installing underground residential submersible sewage pumping station(s) complete and in proper operating condition. The work includes all work shown or implied on the Drawings. The work includes (but is not limited to):

1. Coordination of final station location and controls location with resident and OWNER.
2. Furnishing, installation and start-up of factory built simplex submersible grinder pump station complete with enclosure, plumping and controls.
3. All related electrical work required to place the pumping unit in service including connection of the station's power supply to the resident's meter base.
4. Connection of the resident's sewer lateral to the completed pump station.
5. Furnishing and installation of the 1-1/4" service main isolation valve and check valve in a standard meter vault at the point of connection of the service main with the main force main.
6. All related site work including clearing, grading, trenching, backfilling, surface restoration, clean-up, etc.

1.02 QUALITY CONTROL

A. Base Bidding: These specifications and the Drawings are based on the provision of a generic pumping unit. To simplify repairs and inventory of spare parts, the OWNER has mandated that the SUCCESSFUL BIDDING (CONTRACTOR) provide a single pump unit for use throughout the system.

B. Guarantee: The manufacturer of the submersible pumping station shall guarantee all equipment supplied against defects in workmanship and material for a period of sixty (60) months after notice of OWNER's acceptance, but not greater than sixty-five (65) months after receipt of shipment. The OWNER will report any defects found during the warranty period to the MANUFACTURER.

C. 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 without cost to the OWNER. He shall further provide, without cost, such labor as may be required to replace, repair, or modify major equipment components.

D. Start-Up: The manufacturer shall provide the services of a factory-trained representative for a maximum period of five weeks on-site to perform initial start-up of the pumping units and to instruct the OWNER'S operating personnel in the operation and maintenance of the equipment.

1.03 SUBMITTALS

A. Each pump manufacturer must provide to the ENGINEER the information listed below 10 calendar days prior to bid. Approved manufacturers will be notified through addendum. This submittal does not relieve the apparent successful bidder from full submittal responsibilities after award to the bid.

1. Manufacturer's warranty/guarantee and warranty certification form bound in these specifications.
2. Pump station Shop Drawings complete with station drawing, electrical schematics, and accessory components.
3. Pump station O & M Manuals. Manuals are to provide basic instructions for preventative and cyclic maintenance, sources of spare parts, etc.
4. A list of current users, with contact names and phone numbers, operating a low-pressure system.

PART 2 - PRODUCTS

2.01 WET WELL

A. TANK: Fiberglass Construction. The tank shall consist of a single wall, laminated fiberglass construction. The resin used shall be of a commercial grade suitable for the environment. The reinforcing material shall be a commercial grade of glass fiber capable of bonding with the selected resin. The inner surface shall have a smooth finish and be free of cracks and crazing. The exterior tank surface shall be relatively smooth with no exposed fiber or sharp projections present.

B. The tank wall and bottom shall be of sufficient thickness and construction to withstand the imposed loading due to saturated soil at the specified burial depth for each available tank height. All station components must function normally when exposed to the external soil and hydrostatic pressures developed at the specified burial depth. The tank bottom shall be reinforced with a fiberglass plate extending beyond the tank walls to support concrete anchoring, and required to present flotation. The tank shall include a solid fiberglass cover, secured with threaded stainless steel fasteners, providing low profile mounting.

C. The pump discharge piping components shall be 1-1/4" IPS and consist of PVC pipe fittings, a PVC ball valve rated at 200 psi WOG, with integral union to facilitate piping disconnect. A 1'-1/4" anti-siphon valve shall be integral to the piping inside the basin. Installation of the pump discharge piping shall require field assembly by the installing party. The tank shall have a discharge bulkhead, which terminates outside the tank wall with a 1-1/4" female pipe thread. The discharge bulkhead shall be factory installed and warranted by the manufacturer to be watertight. The tank shall be furnished with an EPDM grommet to accept a 4.50" OD (4" DWV or SCHD 40) inlet pipe. The power and control cable shall be 32' in length standard and shall connect to the pump by means of the provided NEMA 6P electrical quick disconnect (EQD) and shall enter the tank through a watertight strain relief connector supplied by the manufacturer. Junction boxes will not be acceptable. Installation of the inlet grommet and cable strain relief shall require field penetration of the tank wall by the installing party. Provision shall be made for tank venting in the 4" inlet line in accordance with national and local plumbing code requirements.

2.02 PUMPS

Manufacturer: HOMA Pump Technology or approved equal.

A. Pumps shall be of the progressive cavity or centrifugal design. The pumps must be capable of operating at negative total dynamic head without overloading the motor. Under no conditions shall in-line piping or valving be allowed to create a false apparent head. The pumps shall be capable of delivering 10 GPM against a rated total dynamic head of 90 feet, 30 GPM against a rated total dynamic head of 60 feet, 45 GPM against a rated total dynamic head of 37 feet and 50 GPM against a rated total dynamic head of 10 feet.

1. PROGRESSIVE CAVITY PUMP: The pump shall be a custom design, integral, vertical rotor, motor driven, solids handling pump of the progressing cavity type with mechanical seal. The rotor shall be constructed of stainless steel. The stator shall be of a specifically compounded ethylene propylene synthetic elastomer. Buna-N is not acceptable as a stator material. The material shall be suited for domestic wastewater service. Its physical properties shall include high tear and abrasion resistance, grease resistance, water and detergent resistance, temperature stability, good aging properties, and outstanding wear resistance.

2. CENTRIFUGAL GRINDER PUMP: Pumps shall be of the centrifugal type with an integrally built-in grinder unite and submersible type motor. The grinder unit shall be capable of macerating all material in normal domestic and commercial sewage including reasonable amounts of foreign objects such as small wood, sticks, plastic, thin rubber, sanitary napkins, disposable diapers and the like, to a fine slurry that will pass freely through the pump and the 1-1/4" discharge pipe.

3. MECHANICAL SEAL: The pump shall be provided with a mechanical shaft seal to prevent leakage between the motor and pump. The seal shall have a stationary ceramic seat and carbon rotating surface with faces precision lapped and held in position by a stainless steel spring.

4. GRINDER: The grinder shall be placed immediately below the pumping elements and shall be direct-driven by a single, one-piece stainless steel motor shaft. The grinder impeller assembly shall be security fastened to the pump motor shaft. The grinder will be of the rotating type with a stamped stainless steel shredder ring assembly spaced in accurate, close annular alignment with the driven impeller assembly, which shall carry hardened, stainless steel cutter bars.

This assembly shall be dynamically balanced and operate without vibration over the entire range of specified operating pressures. The grinder shall be constructed so as to eliminate clogging and jamming under all normal operating conditions including pump starting. Sufficient vortex action shall be created by the grinder pump, to scour the tank free of deposits or sludge banks, which would impair the operation of the pump. These requirements shall be accomplished by the following, in conjunction with the pump:

B. The grinder shall be positioned in such a way that solids are fed in an upward flow direction.

C. The grinder inlet shroud shall have a diameter no less than 5 inches.

The grinder shall be capable of reducing all components in normal domestic sewage, including a reasonable amount of "foreign objects," such as paper, wood, plastic, glass, rubber and the like, to finely divided particles that will pass freely through the passages of the pump and the 1-1/4" diameter discharge piping.

D. All major castings shall be of ASTM A-48, Class 40B gray, cast iron with smooth surfaces devoid of porosity, irregularities, or other defects. All exposed fasteners shall be of AISI 304 stainless steel. All exterior surfaces not constructed of stainless steel shall be protected by a factory-applied, two-part, high solids epoxy paint.

Sealing design between castings shall incorporate Nitrile (Buna-N) O-rings in controlled compression in two planes of the sealing interface. The interfaces shall be machined, metal-to-metal contacts and shall not require a specific torque on the securing fasteners to ensure sealing. Rectangular cross sectioned gaskets which require specific torque limits to achieve compression are susceptible to uneven compression and may be compressed beyond the point of permanent deformation; therefore they shall not be acceptable.

2.03 PUMP MOTORS

- A. The motor shall be a 240 Volt 60 Hertz, 1 Phase, capacitor start, ball bearing, squirrel cage induction type with a low starting current. Inherent protection against running overloads or locked rotor conditions for the pump motor shall be provided by the use of an automatic-reset, integral thermal overload protector incorporated into the motor.
- B. The motor shall be an air-filled, submersible, squirrel cage, induction-type motor of the NEMA type B design. The motor shall be housed in a watertight enclosure capable of continuous operation at a submergence of 65 feet, and made of ASTM A-48, Class 40B Cast Iron. Fitting the stator into the enclosure with the use of bolts, pins, or other fastening devices which would require penetration of the housing shall not be acceptable.
- C. The stator windings shall be insulated with moisture-resistant Class-H insulation. In each phase winding, there shall be embedded a bi-metallic temperature sensor, wired in series and interlocked with the motor overload protection in the control panel. Any of these thermal switches shall cut out electric power if the temperature in its winding exceeds 140°C, and shall automatically reset when the winding temperature returns to normal conditions.
- D. The motor shall be non-overloading through the selected performance curve and shall perform in accordance with NEMA MG1, Part 30. The motor shall be rated for continuous operation up to 104°F or intermittently up to 140°F, and shall be capable of sustaining 15 starts per hour.
- E. When the application requires, the motor shall be approved for operation in Class 1 Division 1, Group C & D Areas by Factory Mutual (FM).

2.04 CHECK & ISOLATION VALVES

A check valve and isolation valve shall be provided within the fiberglass wet well as depicted in the design drawings. The pump discharge shall be equipped with a factory installed, gravity operated, flapper-type integral check valve secured to the stainless steel pump discharge elbow. The check valve will provide a full-ported passageway when open, and shall introduce a friction loss of less than 6 inches of water at maximum rated flow. Working parts will be made of a 300 series stainless steel and fabric reinforced synthetic elastomer to ensure corrosion resistance, dimensional stability, and fatigue strength. A non-metallic hinge shall be an integral part of the flapper assembly at a very low backpressure. The valve body shall be injection-molded parts made of glass filled thermoplastic.

A pump isolation valve and check valve shall also be provided in a standard meter box enclosure at the point of connection of the service main to the main pressure sewer header.

Provision of all isolation valves and check valves shall be considered an integral part of the unit price EACH for residential pump stations and shall not be considered for separate payment.

2.05 CONTROLS

CONTROLS: All necessary controls shall be located in the control cover of the core unit. The control cover will be attached with stainless steel fasteners. The grinder pump will be furnished with a length of 6 conductor 14 gauge, type SJOW cable, pre-wired and watertight to meet UL requirements. Non-fouling wastewater level detection for controlling pump operation shall be accomplished by monitoring the pressure changes in an integral air-bell level sensor connected to a pressure switch. The level detection device shall have no moving parts in direct contact with the wastewater. High-level sensing will be accomplished in the manner detailed above by a second, independent, air-bell sensor and pressure switch of the same type. Float switches will not be acceptable.

To assure reliable operation of the pressure sensitive switches, each core shall be equipped with a breather assembly, complete with a suitable means to prevent entry of water into the motor compartment.

ALARM/DISCONNECT PANEL: Each Grinder Pump Station shall include a NEMA 4, Alarm/Disconnect Panel suitable for wall or pole mounting. The NEMA 4 enclosure shall be manufactured of corrosion resistant thermoplastic and be furnished with a hinged cover and pad lock.

For each core, the panel shall contain on (1), double pole circuit breaker of the appropriate amperage for the power circuit and one (1) single pole circuit breaker of the appropriate amperage for the alarm circuit. The Alarm-Disconnect Panel shall include a visual high-level alarm indicator. The visual alarm lamp shall be inside a red fluted lens mounted to the top of the enclosure in such a manner as to maintain NEMA 4 rating. The alarm sequence is to be as follows:

1. When liquid level in the tank rises above the alarm level, the contacts on the alarm pressure switch will close and the visual alarm will illuminate on the control panel.
2. The visual alarm will remain illuminated until the sewage level in the tank drops below the "off" setting of the alarm pressure switch.

2.06 CORE UNIT

Pump units with slide away couplings shall be provided. The slide away coupling shall allow the pump to be installed or removed without requiring personnel to enter the wet well. The Grinder Pump Station shall have an easily removable core assembly consisting of the pump, motor, grinder, all motor controls, check valve, anti-siphon valve, EQD and wiring. The grinder pump core unit shall be furnished with a polypropylene lifting harness or stainless steel chain. In the event hat guide rails are used to facilitate easy removal, guide rail material must be stainless steel. All mechanical and electrical connections must provide easy disconnect accessibility for core unit removal and installation.

2.07 ACCESSORIES

- A. All materials exposed to wastewater shall have inherent corrosion protection. Acceptable corrosion protection includes epoxy power-coated cast iron, fiberglass, stainless steel, polyethylene, nylon, and PVC.
- B. The Contractor shall provide the Owner with two (2) spare grinder pumps, complete assembly with all operation controls /motor unit and grinder ring. The cost of the spare cores shall be incidental to the Contract and there shall be no separate payment made therefore.

- C. Power and Control Cable – The Contractor shall provide extra power and control cables in the length of (1) 50ft, (1) 75ft and (1) 100 ft in length. The cost of the spare cables shall be incidental to the Contract and there shall be no separate payment made therefore.
- D. Electrical Systems & Components – All electrical systems and components shall be in full accordance with the current edition of the National Electrical Code. All power supply lines and control lines to the pump station shall be fully encased in rigid conduit meeting NEC requirements. All electrical systems and components in wet wells and enclosed spaces shall comply with National Electrical Code requirements. All conduits extending from the wet well to the control panel shall be sealed at the entrance to the control panel to prevent the intrusion of corrosive gases! The control circuitry shall be provided with “Ground Fault” interruption protection, which will de-energize the circuit in the event of any failure in the electrical integrity of the pump power cable.

2.08 INSTALLATION

- F. Maintenance of Service: Wastewater service shall be maintained throughout the construction activity. No discharge to surface waters shall be allowed.
- G. Installation shall be in accordance with the Manufacturer's requirements and the referenced codes and specifications.
- H. Excavation: CONTRACTOR shall select means, methods, sequences and techniques of construction to both protect adjacent properties and to provide a stable, safe working environment. Decision as to whether to use sheet piles with wales and struts, manhole trench box, piles and lagging, or other methods of excavation support shall be the CONTRACTOR'S.
- I. Backfilling: Before backfilling is started, the excavated pit shall be cleared of all rubbish and debris and shall be de-watered. The backfill materials shall be free of frozen lumps, vegetation and debris. Backfill material shall be placed in uniform horizontal layers not exceeding 6 inches in thickness (loose measure). As a precaution against the development of unbalanced stresses, the backfill shall be placed and compacted symmetrically about the excavation to 95% of Standard Proctor Density.
- J. For automatic operation in a wet well, an auto-coupling assembly shall be employed for the retrieval of pumps, to eliminate the need for entering the wet well for service. This system shall consist of a permanently installed base elbow in the wet well and a removable guiding flange to be attached to the pump discharge. Both the base elbow and the guiding flange shall be made of ASTM A-48, Class 40B cast iron. The guiding flange shall utilize a dual rail system with two rigid guide pipes connected to the base elbow to reliably provide a self-engaging, firm, leak-proof coupling between the pump discharge and the elbow. In order to maximize reliability of this sealing, systems that utilize a single rail, or non-rigid guiding systems such as cable or line shall not be considered acceptable.
- K. Sealing shall be accomplished through the use of a field-replaceable, Nitrile (Buna-N) profile gasket that is axially and evenly compressed upon contact to positively seal the pump discharge against the base elbow. Sealing systems that rely on metal-to-metal contact faces are subject to leaking and blow-by and shall not be considered acceptable.
- L. For ground or portable installation, a ring stand shall be supplied to attach to the bottom of the pump in order to prevent any part of the pump from bearing directly on the basin floor.

2.09 IMPELLER

- A. The impeller shall be cast as one piece of ASTM A-48, Class 40B Cast Iron, statically and dynamically balanced. The impeller shall be of the multi-vane, semi-open design, and be keyed to the shaft to prevent slipping.

2.10 VOLUTE

- A. The volute shall be cast in one piece of ASTM A-48, Class 40B Cast Iron with smooth contours and surfaces to provide obstruction-free passageways with low friction losses. The discharge of the volute shall have a standard 1 1/4" - 11 1/2 NPT female thread. Proprietary bolt patterns or threads shall not be acceptable.

2.11 CUTTING SYSTEM

- A. The cutting system shall utilize a rotating cutting head mounted directly to the impeller that is pinned to prevent slipping, as well as a stationary cutting ring mounted to the pump suction. These cutter elements shall be constructed of stainless steel hardened to 55 HRC. The cutter arrangement shall cut outside of the volute in order to avoid large debris entering the pump suction.

2.12 BEARINGS

- A. The shaft shall be supported by pre-lubricated, anti-friction bearings. These bearings shall be non-proprietary and shall be produced and branded by a major manufacturer of bearings. The bearings shall have an L-10 life of 100,000 hours at the pump's Best Efficiency Point (BEP). The lower, impeller-side bearing shall be a double-row, deep groove, angular contact ball bearing, axially-retained, to sustain both axial and radial loads. The upper, motor-end bearing shall be a single-row, deep groove ball bearing, axially floating, to sustain radial loads only.

2.13 SEALS

- A. The motor shall be protected from water intrusion by an upper and lower seal arrangement. The seals shall operate in an isolated oil chamber, which shall provide lubrication and cooling. One seal shall prevent intrusion from the pumped medium into the oil chamber, and the second seal shall prevent intrusion from the oil chamber into the motor. The medium-side seal shall utilize one stationary silicon-carbide seal face, and one rotating silicon carbide seal face positively driven by its own spring and utilize Nitrile (Buna-N) elastomers. The motor-side seal shall be a Nitrile (Buna-N) single lip seal. The seals shall be of a non-proprietary design and shall be produced and branded by a major manufacturer of seals. The springs shall be protected from the pumped medium, and under no circumstances shall solid particles accumulate on the external spring and hamper its effectiveness. Seals shall not require routine maintenance except periodic inspection of the oil chamber.
- B. Seal systems that utilize a common single or double spring acting between the upper and lower seal, any system that utilizes pressure differential to ensure proper sealing, seals utilizing mechanical locking devices such as set screws or pins to hold the seal in place, and any proprietary seal not produced and branded by a major mechanical seal manufacturer shall not be allowed.

2.14 SEAL FAILURE EARLY WARNING SYSTEM

- A. In order to warn of seal failure and allow the pump to be shut down before moisture reaches the motor, the pump shall be supplied with an early warning system, consisting of a conductive seal probe to be installed in the seal oil chamber. This probe shall monitor for leakage and shall provide early warning of potential seal failure before moisture reaches the motor. Systems which utilize less reliable mechanical leakage detectors shall not be acceptable. Systems which rely upon detectors in the motor housing shall not be considered an early warning system and shall not be acceptable.
- B. For all Explosion Proof applications, the pump shall be provided with a dual-wire seal probe mounted externally in the drain plug port of the oil chamber.

2.15 SHAFT

- A. The pump and motor shaft shall be an integral, one-piece unit composed of AISI 430 Stainless Steel. Shafts that utilize carbon steel, two-piece or sleeved construction shall not be considered acceptable. The maximum allowable shaft deflection at the shaft seal shall not be more than 0.002 inches while within operating range.

2.16 CABLE ENTRY

- A. Each cable entry assembly shall contain a cylindrical elastomer grommet, flanked by two washers, closely fitted to the cable O.D. A watertight seal shall be maintained by screwing a threaded cable entry gland into a cable inlet flange which bolts into the motor cap. The cable entry shall not require a specific torque to ensure watertight integrity. The gland shall incorporate a strain-relief and anti-kink feature that shall function independently from the separate sealing action.
- B. When the application requires, the cable entry shall be drilled and potted to completely prevent gas intrusion. The assembly shall be non-removable to ensure the integrity is preserved and shall be approved for operation in Class 1 Division 1, Group C & D Areas by Factory Mutual (FM).

PART 3 - EXECUTION

- A. Electrical: All electrical work shall be inspected and approved by an electrical inspector. Two copies of the Certificate of Approval shall be provided to the ENGINEER before final acceptance.
- B. Pump Test: The completed installation shall be given a running test of all equipment. While the pump(s) is/are running, all piping and seals shall be checked to insure that no leaks occur. All controls and warning indicators shall be checked for proper operation.
- C. Smoke Test: The CONTRACTOR shall smoke test the resident's incoming sewer system (in the presence of the ENGINEER) to verify that roof leaders are not connected to the grinder system. A written report of all smoke testing, with emphasis on non-complying homeowners, shall be furnished to the ENGINEER at the completion of the project.
- D. Repair: Any defects or failure to meet the requirements of these specifications shall be promptly corrected by the CONTRACTOR by replacement. The decision of the OWNER as to whether or not the CONTRACTOR has fulfilled his obligation shall be final and binding on all parties.

E. Factory Testing: Each grinder pump shall be submerged and operated for a minimum of 5 minutes. Included in this procedure will be the testing of all ancillary components such as, the anti-siphon valve, check valve, discharge line, level sensors and each unit's dedicated controls. All factory tests shall incorporate each of the above-mentioned items. Actual appurtenance and controls, which will be installed in the field, shall be particular to the tested pump only. A common set of appurtenances and controls for all pumps will not be acceptable. Certified test results shall be available upon request showing the operation of each grinder pump at two (2) different points on its curve, with the maximum pressure no less than 60 psi. The ENGINEER reserves the right to inspect such testing procedures with representatives of the OWNER, at the grinder pump manufacturer's facility.

-END OF SECTION-

SECTION 11310
SEWAGE PUMPS

PART 1 - GENERAL

1.01 WORK INCLUDED

A. The Contractor shall install and test all pumping units and their appurtenances as indicated on the drawings and as herein specified. These specifications direct attention to certain features of the pumping units, but do not purport to cover all the details of their design. The equipment furnished shall be designed, constructed, and erected in conformity with accepted high quality standards.

B. Pump Data:

1. All pumps shall be the product of one manufacturer.
2. Electrical controls and starting equipment not specified herein are specified under the appropriate electrical sections.
3. Pumping units shall be equipped with the necessary accessories, including lifting attachments, hoists, lubricators, and drainage connections.

1.02 RELATED WORK

- A. Division 1 - General Requirements.
- B. Division 16 - Electrical.

1.03 REFERENCES

The chemical and physical properties of all materials and the design, performance characteristics and methods of construction of all items of equipment shall be in accordance with the requirements of the latest issue of the various applicable Standard Specifications. These Standard Specifications have been prepared by authorities which are recognized by the Mechanical Trades. The names of these authorities are listed below together with the abbreviation of their names as they may appear in these Specifications:

- A. American National Standards Institute (ANSI).
- B. American Water Works Association (AWWA).
- C. American Society for Testing and Materials (ASTM).
- D. National Fire Protection Association (NFPA).
- E. National Association of Fan Manufacturers (NAFM).
- F. American Society of Mechanical Engineers (ASME).
- G. American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE).
- H. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA).

1.04 QUALITY ASSURANCE

Standards, codes, rules and regulations as established and listed herein, as amended, latest edition, govern the work.

1.05 TEMPORARY SERVICES

- A. The equipment when installed may require the use of temporary heating and electrical services, subject to an agreement between the Contractors involved and the General Contractor, and with the consent of the Engineer. Should the permanent systems be used for this purpose, these Contractors shall pay for all temporary connections required and all replacements, without cost to the Owner, leaving same in "as new" condition.
- B. Permission to use the permanent equipment does not relieve the Contractors who utilize this equipment from the responsibility for damage to the building construction and/or equipment which might result because of its use.

1.06 SUBMITTALS

- A. The Contractor shall submit the following: for equipment not purchased by the Owner and the equipment manufacturer shall submit the same for those pieces of equipment purchased by the Owner:
- B. Detailed shop drawings for all equipment and where applicable color and finish of each.
- C. Submission of certified shop and erection drawings and data regarding pump and motor characteristics and performance. The data shall include performance curves based on actual shop tests of pumping units, which show that the units meet the specified requirements for head, capacity, efficiency, and horsepower for the various capacities specified. Except as hereinafter specified certified tests of mechanically duplicate units will be acceptable. Curves shall be submitted on 8-1/2" by 11" sheets. For units of the same size and type, only curves for a single unit need be provided; however, serial numbers for the multiple units shall be listed on the curve sheet. Shop drawings for accessory equipment shall also be submitted.
- D. Submit two (2) copies of welding procedure specifications to the Engineer together with proof of qualification as outlined and required by most recent issue of Code having jurisdiction before any welding is performed. Also, submit two (2) copies of all operator's qualification record in conformance with provisions of Code having jurisdiction. Record shall show that operator was tested under proven procedure specifications submitted. One copy of the above shall be given to the resident project representative to be kept on file at the job site. Standard procedure specifications and welders qualified by National Certified Pipe Welding Bureau shall be considered as conforming to requirements.
- E. Shop drawings, descriptive literature and schedules on:
 - 1. Accessory Equipment
 - 2. General Specialties
 - 3. Water Supply Specialties
 - 4. Drainage Specialties
 - 5. Insulation
 - 6. Valves
 - 7. Controls
 - 8. Piping
 - 9. Electrical

PART 2 - PRODUCTS

2.01 SUBMERSIBLE CHOPPER PUMPS

A. General:

The Contractor shall furnish submersible wet pit chopper pumps and all appurtenances as specified in this section. The pumps shall be specifically designed to pump waste solids at heavy consistencies without plugging or dewatering of the solids. Materials shall be chopped and conditioned by the pump as an integral part of the pumping action. The pump must have demonstrated the ability to chop through and pump high concentrations of solids such as plastics, heavy rags, grease and hair balls, wood, paper products and stringy materials without plugging, both in tests and field applications.

B. Manufacturer: HOMA Pump Technology or approved equal.

C. Pump shall be the Model OC4X2-200/30/C and shall conform to the following requirements:

PUMP SCHEDULE

TYPE	PUMP STATION	MAX. HP	NO. OF PUMPS	OPERATING CONDITIONS		MAX. FLOW @ TDH
				SHUT-OFF HEAD	DESIGN FLOW @ TDH	
Submersible Chopper	Majestic	30	2	270	315 GPM @ 195'	600 GPM @ 110'

2.02 PUMP CONSTRUCTION

- A. Casing: Shall be of volute design, spiraling outward to the ANSI CL 125 flanged centerline discharge. Casing shall be cast ductile iron with all water passages to be smooth, and free of blowholes and imperfections for good flow characteristics. Casing shall include a replaceable Rockwell C60 steel cutter to cut against the rotating impeller pump-out vanes for removing fiber and debris.
- B. Impeller: Shall be semi-open type with pump out vanes to reduce seal area pressure. Chopping of materials shall be accomplished by the action of the cupped and sharpened leading edges of the impeller blades moving across the cutter bar at the intake openings, with a set clearance between the impeller and cutter bar of 0.015-0.025" cold. Impeller shall be cast steel heat treated to minimum Rockwell C60 and dynamically balanced. The impeller shall have no axial adjustments and no set screws. Pumps with open type impellers or impellers without modified pump out vanes to shear against the upper cutter shall not be acceptable.
- C. Cutter Bar: Shall be recessed into the pump casing and shall contain at least 2 shear bars extending diametrically across the intake opening to within 0.010-0.030" of the rotating cutter nut tooth, for the purpose of preventing intake opening blockage and wrapping of debris at the shaft area. Cutter bar shall be cast steel heat-treated to minimum Rockwell C60. Chopper pumps utilizing individually mounted shear bars shall not be acceptable.

- D. Cutter Nut: The impeller shall be secured to the shaft using a cutter nut, designed to cut stringy materials and prevent binding using a raised, rotating cutter tooth. The cutter nut shall be cast steel heat treated to minimum Rockwell C60. Due to the solids handling demand in this application, impeller securing devices that lack the ability to cut debris from the pump suction shall not be acceptable.
- E. Upper Cutter: Shall be threaded into the casing or back-plate behind the impeller, designed to cut against the pump-out vanes and the impeller hub, reducing and removing stringy materials from the mechanical seal area. The upper cutter shall have no more than two anvils that are positioned as closely as possible to the center of shaft rotation to minimize cutting torque, the potential for binding, and nuisance motor tripping. The ratio of upper cutter cutting diameter to shaft diameter in the upper cutter area of the pump shall be 3.0 or less. Upper cutter shall be cast steel heat treated to minimum Rockwell C60.
- F. Pump Shafting: Shafting shall be heat treated steel, with a minimum diameter of 1.5 inches in order to minimize deflection during solids chopping. Mounting of the pump impeller directly to the motor shaft shall not be allowed on this project as this results in an unacceptable overhang distance from the impeller to the lowest mechanical seal.
- G. Bearing Housing: Shall be cast ductile iron and machined with piloted bearing fits for concentricity of all components. Piloted motor mount shall securely align motor on top of bearing housing. A pump mechanical seal shall also be provided to isolate the pump bearings and the lower motor seal from the pumped media. Pumps that expose the lower motor seal to the pumpage shall be considered unacceptable.
- H. Thrust Bearings: Shaft thrust in both directions shall be taken up by two angular contact ball bearings, or a single tapered roller bearing, with a minimum L-10 rated life of 100,000 hours. Overhang from the centerline of the lower thrust bearing to the seal faces shall be a maximum of 1.7". The bearings and pump seal shall be oil bath lubricated in the bearing housing by ISO 46 hydraulic oil. Shaft overhang exceeding 1.7 inches from the center of the lowest thrust bearing to the seal faces shall be considered unacceptable.
- I. Pump Mechanical Seal: The mechanical seal is to be manufactured and warranted by the pump manufacturer. Pump manufacturer is to have at least 15 years' experience producing the mechanical seal and a documented history of 10 years of installations in the same application as specified. The mechanical seal shall be located immediately behind the impeller hub to maximize the flushing available from the impeller pump-out vanes. The seal shall be a cartridge-type mechanical seal with Viton O-rings and silicon carbide (or tungsten carbide) faces. This cartridge seal shall be pre-assembled and pre-tested so that no seal settings or adjustments are required from the installer. Any springs used to push the seal faces together must be shielded from the fluid to be pumped. The cartridge shall also include a 17-4PH, heat-treated seal sleeve and a ductile iron seal gland.
- J. Automatic Oil Level Monitor: N/A
- K. Shaft Coupling: The submersible motor shall be close coupled directly to the pump shaft using a solid sleeve coupling, which is keyed to both the pump and motor shafts. Slip clutches and shear pins between the shaft and the motor are considered unacceptable.
- L. Stainless Steel Nameplate: Shall be attached to the pump and drive motor giving the manufacturer's model and serial number, rated capacity, head, speed and all pertinent data.
- M. Surface Preparation: The pump exterior shall be abrasive blast cleaned and coated with 25 - 30 MDFT Tnemec Perma-Shield PL Series 431 epoxy. (except motor)

2.03 SUBMERSIBLE ELECTRIC MOTOR

- A. The submersible motor shall be U/L or FM listed and suitable for Class I, Group C & D, Division I hazardous locations, rated at 10 HP, 1145 RPM, 240 Volts, 60 Hertz and 3 phase, 1.15 service factor (1.0 for Continuous In-Air) with Class F insulation. **Motor shall be rated for Continuous In-Air Operation.** Motor shall have tandem mechanical seals in oil bath and dual moisture sensing probes. Moisture probes must be connected to indicate water intrusion. The lower motor seal shall be exposed only to the lubricant in the pump bearing housing, with no exposure to the pumped media. Motor shall include two normally closed automatic resetting thermostats connected in series and embedded in adjoining phases. The thermostats must be connected per local, state, and/or the National Electric Code to maintain hazardous location rating and to disable motor starter if overheating occurs. Motor frame shall be cast iron, and all external hardware and shaft shall be stainless steel. Motor shall be sized for non-overloading conditions.
- B. All motors shall successfully operate under power supply variations per NEMA MG1-14.30. Multi-voltage motors shall be designed for easy field reconnection. Motors shall be designed for continuous duty, capable of sustaining a minimum of fifteen (15) starts per hour.

2.04 PUMP POWER CABLE

- A. Each pump will have a power cable that will extend from the pump and terminate at a NEMA 4X junction box installed on the exterior top of the wet well roof slab. Power conductors shall be provided in conduit between the NEMA 4X junction box and the control panel.

2.05 SPARK-PROOF GUIDE RAIL SYSTEM

- A. Provide a non-sparking guide rail system consisting of two stainless steel guide rails, cast bronze pump guide bracket, cast ductile iron discharge elbow with mounting feet and ANSI CL 125 flanges, 316 stainless steel upper guide rail mounting bracket, and 316 stainless steel intermediate guide rail stiffener bracket every 10 feet (**MINIMUM 3 PER PUMP**). System design shall prevent spark ignition of explosive gases during pump installation and removal.

2.06 LIFT STATION OR VALVE PIT APPURTENANCES

- A. Stainless steel lift out chains on each pump with a safety factor of 5.
- C. Access Doors: Lift Station Pump Access and Valve Vault
 - 1. Heavy duty aluminum lid with two (2) separate access hatches or a two (2) door hatch mounted in a single frame rated at 300 #/s.f. live load.
 - 2. Door leaf shall be $\frac{1}{4}$ " thick aluminum floor plate reinforced to 300 PSF live load. The frame shall be extruded aluminum with an integral anchor flange and seat, upper guide holders, drain hole and cable holder.
 - 3. The access doors shall be equipped with a flush aluminum drop handle which does not protrude above the cover and an automatic hold open arm with red vinyl grip on a release handle.
 - 4. Hinges shall be all stainless steel with tamper proof stainless steel bolts and nuts, and be removable for maintenance after the access door is cast in place.

5. Each door shall be provided with lift assist springs.
6. Access hatch shall be provided with a properly sized safety net.

The frames over the pumps shall be drilled and tapped for pump guides and pump lifting cable.

PART 3 - EXECUTION

3.01 FACTORY PUMP TESTS

- A. The Contractor shall furnish sworn certificates to the effect that the pump casings have passed the hydrostatic pressure tests.
- B. Pump tests shall be conducted on all constant-speed pumps. During each test, the pump shall be run at all specified head conditions for a sufficient time to permit accurate determination of discharge, head, and power input.
- C. Certified copies of the test data shall be furnished to the Engineer for review. All tests shall be run in accordance with the Standards of the Hydraulic Institute.

3.02 MOTOR TESTS

Each motor shall be given the standard commercial tests in the shop of the motor manufacturer, and certified copies of the tests results submitted to the Engineer for review prior to installation of the motors.

3.03 FIELD ACCEPTANCE TESTS

- A. After installation of the pumping equipment, and after inspection, operation, testing and adjustment have been completed by the manufacturer's representative, each pump shall be given a running test in the presence of the Engineer during which it shall determine its ability to operate without vibration or overheating, and to deliver its rated capacity under the specified conditions.
- B. During the tests, observations shall be made of head, capacity, and motor input. All defects or defective equipment revealed by or noted during the tests shall be corrected or replaced promptly at the expense of the Manufacturer, and if necessary, the tests shall be repeated until results acceptable to the Engineer are obtained. The Contractor shall furnish all labor, piping, equipment, and materials necessary for conducting the tests.
- C. All adjustments necessary to place the equipment in satisfactory working order shall be made at the time of the above tests.
- D. If sufficient sewage or sludge is NOT available for the test, the Contractor shall provide water for testing, if so directed.
- E. Water for testing shall be furnished by the Contractor.
- F. In the event that the Contractor is unable to demonstrate to the satisfaction of the Engineer that the units will satisfactorily perform the service required and that they will operate free from vibration and heating, the pumping units will be rejected.

G. The field verification and/or draw down tests shall include measuring or determining the following items:

1. Flow rate
2. Total head on the pump
3. Power input
4. Static head on the pump

3.04 SPARE PARTS

- A. Manufacturer will provide spare parts as required to complete the annual service as referenced under the **3.08 WARRANTY** section
- B. Spare parts shall be packed in suitable boxes or containers bearing labels clearly designating the contents and the piece of equipment for which they are intended.
- C. Spare parts shall be delivered at the same time as the equipment to which they pertain. The parts shall be properly stored and safeguarded until completion of the work, at which time they shall be delivered to the Owner. See Section 01750 for further requirements.

3.07 OPERATION AND MAINTENANCE MANUALS

Manuals shall be provided.

3.08 WARRANTY

The pump manufacturer shall warrant the pump, motor and guide system to the Owner against defects in workmanship and materials for a period of (2) years under normal use and service. Included in the warranty will be one Annual Servicing of pumps and guide rail system. This service will happen at the one-year anniversary of startup of the pump station. The pump manufacturer warranties shall be in published form and shall apply to all similar units. A copy of each warranty shall be provided to the Owner at startup.

- END OF SECTION -

SECTION 16231
PACKAGED ENGINE GENERATORS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes packaged engine-generator sets for standby power supply with the following features:
 - 1. Diesel engine.
 - 2. Unit-mounted cooling system.
 - 3. Outdoor enclosure.
- B. See Division 16 Section "Transfer Switches" for transfer switches including sensors and relays to initiate automatic-starting and -stopping signals for engine-generator sets.

1.2 SUBMITTALS

- A. Product Data: For each type of packaged engine generator and accessory indicated.
- B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
- C. Manufacturer Seismic Qualification Certification: Submit certification that engine-generator set, batteries, battery racks, accessories, and components will withstand seismic forces defined in Division 16 Section "Electrical Supports and Seismic Restraints." Include the following:
 - 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 - a. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified."
 - b. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."
 - 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
 - 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- D. Source quality-control test reports.
- E. Field quality-control test reports.
- F. Operation and maintenance data.
- G. Warranty: Special warranty specified in this Section.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Manufacturer Qualifications: A qualified manufacturer. Maintain, within 200 miles (321 km) of Project site, a service center capable of providing training, parts, and emergency maintenance repairs.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- D. Comply with ASME B15.1.
- E. Comply with NFPA 37.
- F. Comply with NFPA 70.
- G. Comply with NFPA 99.
- H. Comply with NFPA 110 requirements for Level 2 emergency power supply system.
- I. Comply with UL 2200.
- J. Engine Exhaust Emissions: Comply with applicable state and local government requirements.
- K. Noise Emission: Comply with applicable state and local government requirements for maximum noise level at adjacent property boundaries due to sound emitted by generator set including engine, engine exhaust, engine cooling-air intake and discharge, and other components of installation.

1.4 PROJECT CONDITIONS

- A. Environmental Conditions: Engine-generator system shall withstand the following environmental conditions without mechanical or electrical damage or degradation of performance capability:
 - 1. Ambient Temperature: Minus 26 to plus 40 deg C.
 - 2. Relative Humidity: 0 to 95 percent.
 - 3. Altitude: Sea level to 1000 feet (300 m).

1.5 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of packaged engine generators and associated auxiliary components that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: 12 months from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. The generator shall be a Caterpillar C27, or a comparable product by one of the following:
 - 1. Generac Power Systems, Inc.
 - 2. Kohler Co.; Generator Division.
 - 3. Onan/Cummins Power Generation; Industrial Business Group.

2.2 ENGINE-GENERATOR SET

- A. Factory-assembled and -tested, engine-generator set.
- B. Mounting Frame: Maintain alignment of mounted components without depending on concrete foundation; and have lifting attachments.
- C. Capacities and Characteristics:
 - 1. Power Output Ratings: 800.00kW/1000.0kVA, 480/277V.
 - 2. Output Connections: Three-phase, four wire.
 - 3. Nameplates: For each major system component to identify manufacturer's name and address, and model and serial number of component.
- D. Generator-Set Performance:
 - 1. Steady-State Voltage Operational Bandwidth: 3 percent of rated output voltage from no load to full load.
 - 2. Transient Voltage Performance: Not more than 20 percent variation for 50 percent step-load increase or decrease. Voltage shall recover and remain within the steady-state operating band within three seconds.
 - 3. Steady-State Frequency Operational Bandwidth: 0.5 percent of rated frequency from no load to full load.
 - 4. Steady-State Frequency Stability: When system is operating at any constant load within the rated load, there shall be no random speed variations outside the steady-state operational band and no hunting or surging of speed.
 - 5. Transient Frequency Performance: Less than 5 percent variation for 50 percent step-load increase or decrease. Frequency shall recover and remain within the steady-state operating band within five seconds.
 - 6. Output Waveform: At no load, harmonic content measured line to line or line to neutral shall not exceed 5 percent total and 3 percent for single harmonics. Telephone influence factor, determined according to NEMA MG 1, shall not exceed 50 percent.
 - 7. Sustained Short-Circuit Current: For a 3-phase, bolted short circuit at system output terminals, system shall supply a minimum of 250 percent of rated full-load current for not less than 10 seconds and then clear the fault automatically, without damage to generator system components.
 - 8. Start Time: Comply with NFPA 110, Type 10, system requirements.

2.3 ENGINE

- A. Fuel: Fuel oil, Grade DF-2.

- B. Rated Engine Speed: 1800 rpm.
- C. Maximum Piston Speed for Four-Cycle Engines: 2250 fpm (11.4 m/s).
- D. Lubrication System: The following items are mounted on engine or skid:
 - 1. Filter and Strainer: Rated to remove 90 percent of particles 5 micrometers and smaller while passing full flow.
 - 2. Thermostatic Control Valve: Control flow in system to maintain optimum oil temperature. Unit shall be capable of full flow and is designed to be fail-safe.
 - 3. Crankcase Drain: Arranged for complete gravity drainage to an easily removable container with no disassembly and without use of pumps, siphons, special tools, or appliances.
- E. Engine Fuel System:
 - 1. Main Fuel Pump: Mounted on engine. Pump ensures adequate primary fuel flow under starting and load conditions.
 - 2. Relief-Bypass Valve: Automatically regulates pressure in fuel line and returns excess fuel to source.
- F. Coolant Jacket Heater: Electric-immersion type, factory installed in coolant jacket system. Comply with NFPA 110 requirements for Level 1 equipment for heater capacity.
- G. Governor: Adjustable isochronous, with speed sensing.
- H. Cooling System: Closed loop, liquid cooled, with radiator factory mounted on engine-generator-set mounting frame and integral engine-driven coolant pump.
 - 1. Coolant: Solution of 50 percent ethylene-glycol-based antifreeze and 50 percent water, with anticorrosion additives as recommended by engine manufacturer.
 - 2. Temperature Control: Self-contained, thermostatic-control valve modulates coolant flow automatically to maintain optimum constant coolant temperature as recommended by engine manufacturer.
- I. Muffler/Silencer: Industrial type, sized as recommended by engine manufacturer and selected with exhaust piping system to not exceed engine manufacturer's engine backpressure requirements.
 - 1. Minimum sound attenuation of 12 dB at 500 Hz.
 - 2. Sound level measured at a distance of 25 feet (8 m) from exhaust discharge after installation is complete shall be 87 dBA or less.
- J. Air-Intake Filter: Standard-duty, engine-mounted air cleaner with replaceable dry-filter element and "blocked filter" indicator.
- K. Starting System: 24-V electric, with negative ground.
 - 1. Components: Sized so they will not be damaged during a full engine-cranking cycle with ambient temperature at maximum specified in Part 1 "Project Conditions" Article.
 - 2. Cranking Motor: Heavy-duty unit that automatically engages and releases from engine flywheel without binding.
 - 3. Cranking Cycle: As required by NFPA 110 for system level specified.
 - 4. Battery: Adequate capacity within ambient temperature range specified in Part 1 "Project Conditions" Article to provide specified cranking cycle at least twice without recharging.

5. Battery-Charging Alternator: Factory mounted on engine with solid-state voltage regulation and 45-A minimum continuous rating.
 - a. Battery Charger: Current-limiting, automatic-equalizing and float-charging type. Unit shall comply with UL 1236.

2.4 FUEL OIL STORAGE

- A. Comply with NFPA 30.
- B. Base-Mounted Fuel Oil Tank: Factory installed and piped, complying with UL 142 fuel oil tank. Features include the following:
 1. Tank level indicator.
 2. Capacity: Fuel for 16 hours' continuous operation at 100 percent rated power output.
 3. Vandal-resistant fill cap.
 4. Containment Provisions: Double-wall containment fuel tank complying with requirements of authorities having jurisdiction.

2.5 CONTROL AND MONITORING

- A. Automatic Starting System Sequence of Operation: When mode-selector switch on the control and monitoring panel is in the automatic position, remote-control contacts in one or more separate automatic transfer switches initiate starting and stopping of generator set. When mode-selector switch is switched to the on position, generator set starts. The off position of same switch initiates generator-set shutdown. When generator set is running, specified system or equipment failures or derangements automatically shut down generator set and initiate alarms.
- B. Manual Starting System Sequence of Operation: Switching on-off switch on the generator control panel to the on position starts generator set. The off position of same switch initiates generator-set shutdown. When generator set is running, specified system or equipment failures or derangements automatically shut down generator set and initiate alarms.
- C. Configuration: Operating and safety indications, protective devices, basic system controls, and engine gages shall be grouped in a common control and monitoring panel mounted on the generator set. Mounting method shall isolate the control panel from generator-set vibration.
- D. Indicating and Protective Devices and Controls: As required by NFPA 110 for Level [1] [2] system, and the following:
 1. AC voltmeter.
 2. AC ammeter.
 3. AC frequency meter.
 4. DC voltmeter (alternator battery charging).
 5. Engine-coolant temperature gage.
 6. Engine lubricating-oil pressure gage.
 7. Running-time meter.
 8. Ammeter-voltmeter, phase-selector switch(es).
 9. Generator-voltage adjusting rheostat.
 10. Fuel tank derangement alarm.
 11. Fuel tank high-level shutdown of fuel supply alarm.
 12. Generator overload.

- E. Supporting Items: Include sensors, transducers, terminals, relays, and other devices and include wiring required to support specified items. Locate sensors and other supporting items on engine or generator, unless otherwise indicated.
- F. Common Remote Audible Alarm: Comply with NFPA 110 requirements for Level 1 systems. Include necessary contacts and terminals in control and monitoring panel.
 - 1. Overcrank shutdown.
 - 2. Coolant low-temperature alarm.
 - 3. Control switch not in auto position.
 - 4. Battery-charger malfunction alarm.
 - 5. Battery low-voltage alarm.
- G. Remote Alarm Announcer: Comply with NFPA 99. An LED labeled with proper alarm conditions shall identify each alarm event and a common audible signal shall sound for each alarm condition. Silencing switch in face of panel shall silence signal without altering visual indication. Connect so that after an alarm is silenced, clearing of initiating condition will reactivate alarm until silencing switch is reset. Cabinet and faceplate are surface- or flush-mounting type to suit mounting conditions indicated.

2.6 GENERATOR OVERCURRENT AND FAULT PROTECTION

- A. Generator Circuit Breaker: Molded-case, thermal-magnetic type; 100 percent rated; complying with NEMA AB 1 and UL 489.
 - 1. Tripping Characteristic: Designed specifically for generator protection.
 - 2. Trip Rating: Matched to generator rating.
 - 3. Shunt Trip: Connected to trip breaker when generator set is shut down by other protective devices.
 - 4. Mounting: Adjacent to or integrated with control and monitoring panel.
- B. Ground-Fault Indication: Comply with NFPA 70, "Emergency System" signals for ground-fault. Integrate ground-fault alarm indication with other generator-set alarm indications.

2.7 GENERATOR, EXCITER, AND VOLTAGE REGULATOR

- A. Comply with NEMA MG 1.
- B. Drive: Generator shaft shall be directly connected to engine shaft. Exciter shall be rotated integrally with generator rotor.
- C. Electrical Insulation: Class H or Class F.
- D. Stator-Winding Leads: Brought out to terminal box to permit future reconnection for other voltages if required.
- E. Construction shall prevent mechanical, electrical, and thermal damage due to vibration, overspeed up to 125 percent of rating, and heat during operation at 110 percent of rated capacity.
- F. Enclosure: Driproof.
- G. Instrument Transformers: Mounted within generator enclosure.

- H. Voltage Regulator: Solid-state type, separate from exciter, providing performance as specified.
 - 1. Adjusting rheostat on control and monitoring panel shall provide plus or minus 5 percent adjustment of output-voltage operating band.
- I. Strip Heater: Thermostatically controlled unit arranged to maintain stator windings above dew point.
- J. Windings: Two-thirds pitch stator winding and fully linked amortisseur winding.
- K. Subtransient Reactance: 14 percent, maximum.

2.8 OUTDOOR GENERATOR-SET ENCLOSURE – SOUND ATTENUATED ENCLOSURE

- A. Description: Vandal-resistant, sound attenuated, weatherproof steel housing, wind resistant up to 100 mph (160 km/h). Multiple panels shall be lockable and provide adequate access to components requiring maintenance. Panels shall be removable by one person without tools. Instruments and control shall be mounted within enclosure.
- B. The sound attenuated enclosure shall be capable of reducing the sound pressure level of the generator to no more than 87.5 dBA at 3 feet and 70 dBA at 50 feet while running at full load.
- C. Engine Cooling Airflow through Enclosure: Maintain temperature rise of system components within required limits when unit operates at 110 percent of rated load for 2 hours with ambient temperature at top of range specified in system service conditions.
 - 1. Louvers: Fixed-engine, cooling-air inlet and discharge. Storm-proof and drainable louvers prevent entry of rain and snow.
 - 2. Automatic Dampers: At engine cooling-air inlet and discharge. Dampers shall be closed to reduce enclosure heat loss in cold weather when unit is not operating.
- D. Interior Lights with Switch: Factory-wired, vaporproof-type fixtures within housing; arranged to illuminate controls and accessible interior. Arrange for external electrical connection.
 - 1. AC lighting system and connection point for operation when remote source is available.
- E. Convenience Outlets: Factory wired, GFCI.

2.9 VIBRATION ISOLATION DEVICES

- A. Restrained Spring Isolators: Freestanding, steel, open-spring isolators with seismic restraint.
 - 1. Housing: Steel with resilient vertical-limit stops to prevent spring extension due to wind loads or if weight is removed; factory-drilled baseplate bonded to 1/4-inch- (6-mm-) thick, elastomeric isolator pad attached to baseplate underside; and adjustable equipment mounting and leveling bolt that acts as blocking during installation.
 - 2. Outside Spring Diameter: Not less than 80 percent of compressed height of the spring at rated load.
 - 3. Minimum Additional Travel: 50 percent of required deflection at rated load.
 - 4. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
 - 5. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.

2.10 FINISHES

- A. Indoor and Outdoor Enclosures and Components: Manufacturer's standard finish over corrosion-resistant pretreatment and compatible primer.

2.11 SOURCE QUALITY CONTROL

- A. Prototype Testing: Factory test engine-generator set using same engine model, constructed of identical or equivalent components and equipped with identical or equivalent accessories.
 - 1. Tests: Comply with NFPA 110, Level 1 Energy Converters and with IEEE 115.
 - 2. Report factory test results within 10 days of completion of test.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with packaged engine-generator manufacturers' written installation and alignment instructions and with NFPA 110.
- B. Install packaged engine generator to provide access, without removing connections or accessories, for periodic maintenance.
- C. Install packaged engine generator with restrained spring isolators having a minimum deflection of 1 inch (25 mm) on 4-inch- (100-mm-) high concrete base. Secure sets to anchor bolts installed in concrete bases.
- D. Ground equipment according to Division 16 Section "Grounding and Bonding."

3.2 FIELD QUALITY CONTROL

- A. Perform tests and inspections and prepare test reports.
 - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- B. Tests and Inspections:
 - 1. Perform tests recommended by manufacturer and each electrical test and visual and mechanical inspection for "AC Generators and for Emergency Systems" specified in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 - 2. NFPA 110 Acceptance Tests: Perform tests required by NFPA 110 that are additional to those specified here including, but not limited to, single-step full-load pickup test.
 - 3. Battery Tests: Equalize charging of battery cells according to manufacturer's written instructions. Record individual cell voltages.
 - a. Measure charging voltage and voltages between available battery terminals for full-charging and float-charging conditions. Check electrolyte level and specific gravity under both conditions.

- b. Test for contact integrity of all connectors. Perform an integrity load test and a capacity load test for the battery.
- c. Verify acceptance of charge for each element of the battery after discharge.
- d. Verify that measurements are within manufacturer's specifications.

4. Battery-Charger Tests: Verify specified rates of charge for both equalizing and float-charging conditions.
5. System Integrity Tests: Methodically verify proper installation, connection, and integrity of each element of engine-generator system before and during system operation. Check for air, exhaust, and fluid leaks.
6. Exhaust-System Back-Pressure Test: Use a manometer with a scale exceeding 40-inch wg (120 kPa). Connect to exhaust line close to engine exhaust manifold. Verify that back pressure at full-rated load is within manufacturer's written allowable limits for the engine.
7. Exhaust Emissions Test: Comply with applicable government test criteria.
8. Voltage and Frequency Transient Stability Tests: Use recording oscilloscope to measure voltage and frequency transients for 50 and 100 percent step-load increases and decreases, and verify that performance is as specified.
9. Harmonic-Content Tests: Measure harmonic content of output voltage under 25 percent and at 100 percent of rated linear load. Verify that harmonic content is within specified limits.
10. Noise Level Tests: Measure A-weighted level of noise emanating from generator-set installation, including engine exhaust and cooling-air intake and discharge, and compare measured levels with required values.

- C. Coordinate tests with tests for transfer switches and run them concurrently.
- D. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
- E. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
- F. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- G. Remove and replace malfunctioning units and retest as specified above.
- H. Retest: Correct deficiencies identified by tests and observations and retest until specified requirements are met.
- I. Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation resistances, time delays, and other values and observations. Attach a label or tag to each tested component indicating satisfactory completion of tests.

3.3 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain packaged engine generators.

-END OF SECTION 16231-

**SECTION 16925
ELECTRICAL****PART 1 - GENERAL****1.01 SCOPE OF WORK**

- A. Work included in this section of the Specification includes the furnishing of all labor, material, tools, approvals, utility connection fees, excavation, backfill, and other equipment necessary to install the electrical system as shown on the Contract Drawings and as specified herein.
- B. It also includes installation and connection of all electrical utilization equipment included in this Contract but furnished by other Contractors or suppliers.
- C. The Contractor shall furnish and install all conduit, wire, control equipment, and miscellaneous material to make all electrical connections to all items of utilization equipment unless as otherwise specified.
- D. The number and size of conductors between motors and control or protective apparatus shall be as required to obtain the operation described in these Specifications, and/or by the Contract Documents, and/or as shown in manufacturer furnished, Engineer reviewed Shop Drawings.
- E. All items of electrical equipment, including those shown on the Contract Drawings but not specifically mentioned in the Specifications or those mentioned in the Specifications but not shown on the contract Drawings, are to be furnished under this section of the Specifications. Any such device or item of equipment, if not defined in quality, shall be equal to similar equipment and/or devices specified herein.
- F. All devices and items of equipment mentioned in this section of the Specifications whether electrical or not or whether furnished under this or other Division of the Specifications, shall be installed under this Division of the Specifications, unless specifically indicated otherwise.
- G. Where wiring diagrams are not shown on the Contract Drawings, they are to be provided by the supplier of the equipment served and such diagrams shall be adhered to except as herein modified.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Contractors bidding work under this Contract shall read and understand Division Zero and Division 1 - General Requirements. If any discrepancies are discovered between this Division and the General Requirements, the above mentioned documents shall overrule this section.
- B. The Contractor shall bid as outlined in the above mentioned Specifications and shall be governed by any alternates or unit prices called for in the form of proposal.

- C. Each Contractor bidding on the work included in these Specifications shall view the building site and carefully examine the contract Drawings and Specifications, so that he/she may fully understand what is to be done, and to document existing conditions.

1.03 SHOP DRAWINGS, DESCRIPTIVE LITERATURE, INSTALLATION, OPERATION AND MAINTENANCE INFORMATION

- A. Shop Drawings including descriptive literature and/or installation, operation and maintenance instructions shall be submitted in the amount of copies as specified in Division 1. All Shop Drawings shall be submitted in loose-leaf three-ring cardboard reinforced vinyl binders.
- B. Shop Drawings shall be submitted on the following materials specified in this Division:
 - 1. Conduit - all types and sizes.
 - 2. Boxes - all types and sizes.
 - 3. Metal framing system.
 - 4. Conduit fittings, expansion joints, support hardware.
 - 5. Power distribution equipment.
 - 6. Wire - all types and sizes.
 - 7. Light fixtures.
 - 8. Wiring devices.

1.04 SYMBOLS AND ABBREVIATIONS

The symbols and abbreviations general follow standard electrical and architectural practice, however, exceptions to this shall be as shown on the Contract Drawings.

1.05 COORDINATION WITH OTHER TRADES

The Contractor shall coordinate the electrical work with that of other trades to ensure proper final location of all electrical equipment and/or connections.

1.06 CODES

- A. The minimum standard for all work shall be the latest revision of the Kentucky Building Code (KBC), and the National Electrical Code (NEC). Whenever and wherever state and/or local laws or ordinances and/or regulations and/or the Engineers design require a higher standard than the current NEC or KBC, then these laws and/or regulations and/or the design shall be followed.
- B. Following is a list of other applicable Standards or Codes:

1.	Kentucky Building Code	KBC
2.	National Electrical Code	NEC
3.	National Electrical Safety Code	NESC
4.	Underwriters Laboratories, Inc.	UL
5.	National Fire Protection Association	NFPA
6.	National Electrical Manufacturers Association	NEMA
7.	Occupational Safety and Health Administration	OSHA

8.	Insulated Cable Engineers Association	ICEA
9.	Instrument Society of America	ISA
10.	American National Standards Institute, Inc.	ANSI
11.	Anti-Friction Bearing Manufacturers Association, Inc.	AFBMA
12.	Federal Communications Commission	FCC

1.07 INSPECTIONS AND PERMITS

- A. Inspection of the electrical system on all construction projects is required. If the local government has appointed a state licensed inspector, the Contractor shall be required to use that person to perform the inspections. If a locally mandated inspector does not exist, the Contractor shall select and hire a state licensed inspector, who has jurisdiction before any work is concealed.
- B. At the time of completion of the project, there shall be furnished to the Owner a certificate of compliance, from the agency having jurisdiction pursuant to all electrical work performed. The Engineer shall also receive a copy.
- C. All permits necessary for the complete electrical system shall be obtained by the Contractor from the authorities governing such work.

1.08 STORAGE

- A. All work, equipment, and materials shall be protected against dirt, water, or other injury during the period of construction.
- B. Sensitive electrical equipment, delivered to the jobsite, shall be protected against injury or corrosion due to atmospheric conditions or physical damage by other means. Protection is interpreted to mean that equipment shall be stored under roof, in a structure properly heated in cold weather and ventilated in hot weather. Provision shall be made to control the humidity in the storage area at 50 percent relative. The stored equipment shall be inspected periodically, and if it is found that the protection is inadequate, further protective measures shall be employed.

1.09 MATERIALS

- A. All materials used shall be new and at least meeting the minimum standards as established by the NEC and/or National Electrical Manufacturers Association. All materials shall be UL listed for the application, where a listing exists. Additional requirements are found in Division 1. All equipment shall meet applicable FCC requirements and restrictions.
- B. The material and equipment described herein has been specified according to a particular trade name or make to set quality standards. However, each Contractor has the right to substitute other material and equipment in lieu of that specified, other than those specifically mentioned at matching or for standardization, providing such material and equipment meets all of the requirements of those specified and is accepted, in writing by the Engineer.
- C. The reuse of salvaged electrical equipment and/or wiring will not be permitted unless specified herein or indicated on the Contract Drawings.

- D. All salvaged or abandoned electrical materials shall become the property of the Contractor and shall be removed from the job site upon completion of the project, unless otherwise noted on the Contract Drawings or specified herein.

1.10 ERRORS, CORRECTIONS, AND/OR OMISSIONS

- A. Should a piece of utilization equipment be supplied of a different size or horsepower than shown on the Contract Drawings, the Contractor shall be responsible for installing the proper size wiring, conduit, starters, circuit breakers, etc., for proper operation of that unit and the complete electrical system at no extra cost to the Owner.
- B. It is the intent of these Specifications to provide for an electrical system installation complete in every respect, to operate in the manner and under conditions as shown in these Specifications and on the Contract Drawings. The Contractor shall notify the Engineer, in writing, of any omission or error at least 10 days prior to opening of bids. In the event of the Contractors failure to give such notice, he/she may be required to correct work and/or furnish items omitted without additional cost.
- C. Necessary changes or revisions in electrical work to meet any code or power company requirement shall be made by the Contractor without additional charge.

1.11 GUARANTEES AND WARRANTIES

- A. The Contractor shall guarantee all work including equipment, materials, and workmanship. This guarantee shall be against all defects of any of the above and shall run for a period of 1 year from the date of acceptance of the work, concurrent with the one year guarantee period designated for the general construction contract under which electrical work is performed.
- B. Repair and maintenance for the guarantee period is the responsibility of the Contractor and shall include all repairs and maintenance other than that which is considered as routine. (That is oiling, greasing, etc.) The Engineer shall be the judge of what shall be considered as routine maintenance.

1.12 CLEANUP

- A. Cleanup shall be performed as soon as possible after the electrical installation is complete. All control panels, switches, etc., shall be free from tags, stickers, etc. All painted enclosures shall be free from scratches or splattered paint. The interior of all enclosures shall be clean from dust, wire strippings, etc. Surplus material, rubbish, and equipment shall be removed from the jobsite upon completion of the work.
- B. During construction, cover all Owner equipment subject to damage.

1.13 EXCAVATION AND BACKFILL

- A. Excavation - Excavation for conduits shall be of sufficient width to allow for proper jointing and alignment of the type conduit used. Conduit shall be bedded on original ground. Where conduit is in solid rock, a 6 inch earth cushion must be provided. Conduit shall be laid in

straight lines between pull boxes and/or structures unless otherwise noted on the Contract Drawings. The cost of solid rock excavation shall be included in the lump sum bid.

- B. Backfill - Backfill shall be hand placed, loose granular earth for a height of 6 inches above the top of the largest conduit. This material shall be free of rocks over 2 inches in diameter. Above this, large rocks may be included but must be mixed with sufficient earth to fill all voids.

1.14 POWER COMPANY COORDINATION

- A. The Contractor is responsible for coordinating all activities onsite by the power company. The Contractor is required to contact the utility prior to bidding to confirm availability of the specified voltage. The Contractor shall contact the electric utility during construction to schedule and order service.
- B. Any special provisions required by the serving electrical utility shall be as outlined on the Contract Drawings or as advised by the utility at the time of construction, and work required by these special provisions shall be furnished, installed, and connected by the Contractor.

1.15 TEMPORARY ELECTRICAL POWER

The Contractor shall be responsible for providing temporary electrical power as required during the course of construction and shall remove the temporary service equipment when no longer required.

1.16 OVERCURRENT PROTECTION

- A. Circuit breakers or fused switches shall be the size and type as written herein and shown on the Contract Drawings. Any additional overcurrent protection required to maintain an equipment listing by an authority having jurisdiction shall be installed by the Contractor at no extra cost to the Owner.
- B. The Contractor shall submit to the Engineer actual nameplate data from motors shipped to the jobsite, stating motor identification as well as characteristics. Overload relay thermal units shall correspond to actual nameplate data.

1.17 RECORD DRAWINGS

The Contractor shall maintain 1 set of the Contract Drawings on the job in good condition for examination at all times. The Contractor's qualified representative shall enter upon these Drawings, from day to day, the actual "as-built" record of construction and/or alteration progress. Entries and notes shall be made in a neat and legible manner and these Drawings delivered to the Engineer after completion of the construction, for use in preparation of Record Drawings.

1.18 GROUNDING AND BONDING

All metallic conduit, cabinets, equipment, and service shall be grounded in accordance with NEC requirements. All supporting framework in contact with electrical conduit, cable, and/or enclosures, shall be properly grounded.

1.19 SERVICE ENTRANCE

- A. Conductors and terminations for service entrances shall be furnished and installed by the Contractor. Voltage, phase, and number of wires shall be as shown on the Drawings. Clearances for overhead entrance wires shall be per power company, NEC, and NESC requirements.
- B. Any details not shown on the Drawings or written in the Specifications pertaining to the service entrance shall be per power company requirements. It is the Contractor's responsibility to contact the utility prior to bidding and obtain any special requirements or costs they will be imposing. Those costs shall be included in the bid.

1.20 CONTRACTOR LICENSING

The Contractor performing the electrical work on this project shall be locally licensed, if required by local law or ordinance. If the Contractor has passed the State test, it may not be necessary to meet local testing requirements. It shall be the Contractor's responsibility to investigate these requirements.

1.21 ELECTRICAL COMPONENT MOUNTING HEIGHTS

Mounting heights shall be as shown on the Contract Drawings. Operators and control devices shall not be mounted higher than 6'6" above finished floor or grade.

1.22 WIRE AND CABLE

All wire and cable shall have size, grade of insulation, voltage rating, and manufacturer's name permanently marked on the outer covering at regular intervals.

1.23 EQUIPMENT IDENTIFICATION

- A. All starters, feeder units, disconnects, instruments, etc., shall be marked to indicate the motors, circuit, they control or monitor. Marking is to be done with engraved laminated nameplates. Nameplates shall be fastened to equipment with stainless steel screws, one each side. In no way shall be installation of the mounting screws void the NEMA enclosure rating of the equipment in which they are installed. If there are more than one number, the equipment shall be number consecutively and labeled as such. Nameplate background color shall be white, with black engraved letters.
- B. Disconnect switches, control panels, transfer switches, etc. shall be labeled with vinyl self-adhesive signs that warn of high voltage. The type of labels to be used shall have orange as the basic color to conform with OSHA requirements.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Raceways
 - 1. Aluminum, Rigid, Heavy-Wall, Threaded - "Wheatland Tube Co.," "Thomas and Betts," "Allied Tube & Conduit Corp.," or equal.
 - 2. Plastic (PVC); Type A (Thin Wall); Type 40 (or Schedule 40); Type 80 (or Schedule 80) (Heavy -Wall) - "Allied Tube & Conduit Corp.," "Carlon," or equal.
 - 3. Liquidtight Flexible Metal Conduit - "Thomas and Betts," "Allied Tube & Conduit Corp." "Carlon," or equal.
- B. Wires and Cables
 - 1. Building Wire (Types THWN and THW) - "Collyer," "Rome," "American," "Carol," or equal.
 - 2. Control Cables - "Belden," "Eaton-Dekoron," "Okonite," or equal.
 - 3. Instrumentation Cables (Shielded) 600V mx. - "American," "Belden," "Okonite," or equal.
- C. Boxes - "Appleton," "Crouse-Hinds," "Hoffman," "Hennessey," or equal.

2.02 MATERIALS

- A. Conduit and Fittings
 - 1. Aluminum Conduit
 - a. Aluminum conduit shall be extruded from alloy 6063 and shall be the rigid type, non-toxic, corrosion resistant, and non-staining. It shall be manufactured per UL standards as well as listed/labeled by same.
 - b. Fittings, boxes, and accessories used in conjunction with aluminum conduit shall be die cast, copper free type. They shall be resistant to both chemical and galvanic corrosion. All covers shall have neoprene gaskets.
 - c. Aluminum conduit proposed for concrete slab or underground applications shall be UL listed for the purpose and factory pre-coated.
 - 2. Polyvinylchloride (PVC) Conduit
 - a. PVC conduit and fittings shall be Schedule 40, 80 heavy wall, or thinwall, as indicated in these Specifications manufactured to conform to UL standards. It shall be listed and labeled by UL. It shall have at least the same temperature rating as the conductor insulation. Expansion joints shall be used as recommended by the manufacturer in published literature. PVC systems shall be 90 degrees Celsius minimum UL rated, have a tensile strength of 7,000 psi @ 73.4 degrees Fahrenheit, flexural strength of 11,000 psi and compressive strength of 8,000 psi.
 - 3. All flexible conduit shall be liquidtight with sealtight fittings.
 - 4. Locknuts shall be bonding type with sharp edges for digging into the metal wall of an enclosure.
 - 5. Bushings shall be metallic insulating type, consisting of an insulating insert molded of locked into the metallic body of the fitting. Bushings made entirely of metal or nonmetallic material are not permitted.

B. Low Voltage Power Conductors (600 Volts and Below)

1. All conductors shall be insulated so that they are rated at 600 volts.
2. Insulated conductors minimum #12 AWG and shall be stranded.
3. All conductors brought to the job site shall be new and unused and where no special factory cut lengths are involved, shall be delivered to the job site in standard coils. Contractor shall provide verification to the Engineer of wire condition before wire is installed.
4. All conductors shall be soft drawn, 98% conductivity copper conforming to the latest ASTM Specifications and the requirements of the National Electrical Code.
5. Conductors shall be insulated with THHW or THHN insulation and all conduits shown on the Drawings are sized accordingly. At the Contractor's option, THWN insulation may be substituted. Type THHN may be used only in areas not subject to moisture.
6. Wiring adjacent to heat producing equipment and not subject to dampness or moisture shall be type TFE.

C. Instrument Cable

1. General
 - a. All signal lines shall be constructed of individually twisted pairs (6 to 10 twists per foot), including thermocouple extension leads. Cables shall be made of twisted pairs, with all lays and pairs twisted in the same direction for maximum flexibility.
 - b. Wire size shall be #16 AWG minimum for exterior runs and lengths over 5,000 feet. Wire size may be #16 - #18 AWG for interior under 5,000 feet in length.
 - c. Stranded tinned copper conductor shall be used for all wiring other than thermocouple extension leads.
 - d. Insulation resistance at 68 degrees Fahrenheit between conductors and between conductors and ground should be at least 500 megohms per 1,000 feet.
 - e. Multi-pair cable should be jacketed with poly-vinyl-chloride, polyethylene or Teflon at least 0.045" thick. Voltage rating shall be 600 volts.
2. Signal Wiring
 - a. Low level analog (less than 500 millivolt d-c). Use twisted pairs which may be cabled with other pairs carrying similar voltage levels. Foil wraps or equivalent shielding is required for each cable with the shield insulated from ground.
 - b. High level analog (greater than 500 millivolts d-c). Use twisted pairs which may be cabled with other pairs carrying similar voltage levels and current levels less than 100 ma. Shielding is required.
 - c. Analog outputs (normally 0-4 d-c or 4-20 ma). Same as b.
 - d. Contact inputs - use twisted pairs and run in separate conduit.
 - e. Contact outputs - same as d.
 - f. Pulse inputs - same as d.
3. Signal and Shield Grounding
 - a. All shields must be grounded at one point only as close as possible to the signal source.
 - b. Thermocouples may be grounded or ungrounded.
 - c. Analog signals, if grounded, should be grounded as near the signal source as possible.
 - d. Resistance bulbs should not be grounded.
4. Signal and Wiring Separation

- a. High level analog signals may share the same conduit or run with contact or pulse signals.
- b. Thermocouple and low level signals should be run in a separate conduit.
- c. A minimum separation of 12 inches between analog signal leads and a-c power leads should be maintained. For a-c power leads carrying 100 amps or greater, a 24 inch separation should be maintained. Parallel runs should be limited to less than 500 feet. Perpendicular runs may be as close as 6 inches.

D. Boxes and Enclosures

1. Junction boxes for out of doors use, not mounted in concrete, shall be cast metal, rust and corrosion resistant, NEMA 4X, with at least 5-1/2 full threads for each conduit opening, and shall be suitable for surface mounting as required with drilled external, cast mounting extensions. Box covers shall be hinged or cap screw retained as required, of the same material as the box and provided with stainless steel hardware.

PART 3 - EXECUTION

3.01 INSTALLATION/APPLICATION/ERECTION

A. Conduit

1. The Contractor shall be responsible for setting of all sleeves for his work.
2. All conduit 1-1/4 inches and larger shall be sleeved.
3. Where conduit is to be supported from poured concrete slabs, inserts shall be installed on the forms before the concrete is placed. Inserts installed by firing a power type driver shall be used only with prior approval of the Engineer.
4. Concrete encasements of underground conduit shall be installed where shown on the Drawings or specified herein. Concrete shall be 2500 psi in strength, dyed red throughout and shall be sized as detailed on the drawings.
5. During construction, all new conduits shall be kept dry and free of moisture and debris. Before the wire is pulled in, all conduits shall be swabbed to clear all moisture and debris which may have unavoidably accumulated.
6. Rigid conduits, where they entered panelboards, cabinets, pull boxes or outlet boxes shall be secured in place by galvanized, double locknuts (one inside and one outside) and bushings. Conduit bushings shall have insulating material which has been permanently fastened to the fittings. Bushings for conduit 1-1/2 inches trade size and larger shall be complete with grounding lug and shall be bonded to the box by means of bare copper wire.
7. All field bends shall be made with standard tools and bending equipment manufactured especially for this purpose. Bends in metallic conduit shall be made while cold and in no case shall the conduits be heated. Conduits shall not be bent through more than 90 degrees.
8. Size of conduits shall not be less than that required by the National Electrical Code. The Contractor shall install larger size conduits than detailed where there is more than 100 feet of unbroken run or where the total of the angles through which the conduit has been bent during a single run exceeds 270 degrees.
9. The use of flexible conduit shall be minimized. Where absolutely necessary, it shall be liquidtight, with maximum lengths of 3 feet.

10. All conduit joints shall be made up tight and no running threads shall be permitted on threaded connections. No kinked, clogged or deformed conduits shall be permitted on the job.
11. During construction, all installed conduits shall be temporarily capped or corked.
12. All moisture proofing or other material for thread protection shall be removed from conduit threads prior to installation. No material of insulating quality shall be used on the conduit threads or other places which will reduce the overall conductivity of the conduit system.
13. Where conduits are installed in groups on a common channel type support, each conduit shall be secured thereto by Korns, Unistrut or Kindorf clamps. All mounting hardware shall be stainless steel.
14. Raceways shall be securely and rigidly fastened in place at intervals specified hereinbefore with conduit clamps, or approved conduit hangers. Bolts, screws, etc. used in securing the work shall be stainless steel and of ample size for the service. Assembly bolts, nuts, washers, etc., shall be stainless steel. Raceways shall NOT be welded to steel structures.
15. Horizontal and vertical conduit runs shall be supported by one hole straps with clamp backs, special brackets, or other approved devices with suitable bolts, expansion shields where required. All mounting hardware shall be stainless steel.
16. The use of perforated iron straps or wire for supporting conduits will not be permitted.
17. Where conduit is run in a concrete slab, the conduit shall be installed as close to the middle of the concrete slabs as practicable without disturbing the reinforcement. The outside diameter shall not exceed one-third of the slab thickness and conduits shall be placed not closer than three diameters on centers, except at cabinet locations where the slab thickness shall be increased upon consultation with, and approval by the Engineer.
18. Depth of bury for all conduit shall be as indicated but a minimum of 24 inches below finished grade.
19. All conduit shall have an insulated ground wire pulled to all equipment.
20. The following conduit types are required:
 - a. Exterior below grade – Schedule 80 PVC direct buried 36" minimum or Schedule 40 PVC encased in a minimum of 3" of concrete, buried 24" minimum.
 - b. Interior concealed inside walls - Schedule 80 PVC or aluminum
 - c. Interior exposed – Aluminum
 - d. Exterior exposed - Aluminum

B. Wire and Cable (600 Volts and Below):

1. Wire shall not be installed until all work of any nature that may cause injury to the wire is completed.
2. Mechanical means shall not be used in pulling in wires No. 8 or smaller.
3. Approved wire pulling lubricant shall be used as required to prevent insulation damage and over stressing of the wire while pulling through conduit. In no case shall conductors be greased or coated with any substance injurious to the conductor insulation or sheath.
4. All wiring in control equipment, cabinets, etc., shall be neatly wrapped, taped, or laced into groups to provide a neat and orderly appearance in the equipment.
6. Where the wire is shown larger than that required for the load, it is done so for voltage drop or other purposes and must be installed as shown. Where the wire is stranded, the removal of strands in order to install the wire into a lug provided on

any equipment will not be permitted. A larger lug shall be installed which will accept the wire size indicated.

7. For the wiring of circuits consisting of AWG No. 10 or smaller wire, self-insulated pressure connectors (wirenuts) shall be utilized for all splices or joints.
8. Each wire shall be labeled at both termination points. Individual conductor or circuit identification shall be carried throughout, with circuit numbers or other identification clearly stamped on terminal strips and shown in wiring diagrams.
9. In all junction boxes, cabinets, control compartments and terminal boxes where no terminal board is provided, each wire, including all power wires, shall be properly identified by plastic coated, self-adhesive, wire marker.
10. In cases similar to the above where the terminal boards are provided for the control, indicating, and metering wires, all wires including motor leads and other power wires shall be identified by wire markers as specified above.
11. Equipment ground wire insulation shall be colored green or green with two or more yellow stripes
12. In general and unless otherwise shown on the drawings, no two wires of the same color shall be run in the same conduit except such as control wiring, switch legs, neutral, and ground. Where a conduit run is shown on the drawings to have two or more wires connected to the same phase and, therefore, are the same color, pressure sensitive, plastic marked wire marker identification tape shall be used wherever the wire is accessible (junction boxes, panels, device boxes, etc.). The numbers shall in each case, correspond to the circuit number and panelboard from which the circuit emanates. Control wiring inside any compartment which may be energized from a source outside the compartment shall have insulation. Where yellow insulated wires are used inside any cabinet, compartment, etc., a machine engraved, laminated plastic identification marker shall be installed on the outside of the compartment.
13. Insulation on ungrounded conductors larger than AWG #10 and on grounded (neutral) and grounding (equipment ground) conductors larger than AWG #6 may be black with color coding accomplished with the use of colored plastic tape. Tape shall be installed on the conductors wherever they are visible and shall be wrapped at least three (3) turns around the conductor.
14. No open wiring is allowed.
15. All wiring on this project, except control wiring, shall be identified by color to reflect the phase relationship as follows:
 - a. 120/208 volt, 3-phase 4-wire: black, red, blue for ungrounded conductors, white for neutral, green or bare for ground.

C. Grounding

1. Ground rods shall be driven vertically into the earth to at least one foot below finished grade. Where a counterpoise or grounding grid is indicated and where rock is encountered at a depth of less than four (4) feet, rods shall be buried in a trench at not less than two feet below finished grade, and at equal angles from any two adjacent sides on the OUTSIDE of the counterpoise or grid. In these cases, at the Contractor's option, equal lengths of bare conductor of the same size as the counterpoise or grid may be used in place of ground rods.
2. Conductors connecting the main ground bars in switchgear to the earth shall be continuous without joints or splices. Connections to the grounding system at the switchgear shall be made with pressure connectors such as defined in Article 100, "Connector, Pressure (Solderless)", of the National Electrical Code.

3. Connections to ground rods and all other ground connections below grade shall have a MINIMUM mechanical contact surface area between the conductor and the ground rod of not less than three (3) square inches.
4. All connections made below finished grade shall be exothermic.
5. Installation of grounding conductors shall be such that they are not exposed to physical damage. All connections shall be firm and tight. Conductors and connectors shall be so arranged and provided so that there is no strain upon the connection. Buried equipment grounding conductors shall be buried at least 24 inches below finished grade and shall not be buried below concrete pads, paving, etc. except where running a tap to the grid or where shown on the contract drawings. Where buried below concrete or paving, grounding conductors shall be in rigid conduit unless shown on the drawings as a part of a grid.
6. Resistance measurements shall be made between the main grounding bar in the switchgear and a good earth ground. If this resistance is not equal to or less than 5 Ohms, an additional grounding electrode system in the form of ground rods installed and connected together in a 10 feet by 10 feet grid shall be added. The rods shall be connected together and this grid connected to the system with AWG #3/0 bare tinned copper. The number of rods shall be as required to register the resistance value mentioned above. Measurements shall be made in normally dry conditions and, in no case, less than 48 hours after rainfall.
7. Where a bare conductor is the only conductor installed in conduit or other raceway, and this conductor is serving as a grounding conductor, it shall be bonded to the raceway that contains it at each end of the raceway. The bond shall be made using a grounding type bushing and bonding jumper. The size of the jumper shall be the maximum size that the grounding bushing lug will accept and it shall be connected to the bushing with the lug and to the grounding conductor with a split bolt connector.
8. All metal electrical equipment cabinets (wireways, panels, switchgear, device boxes, junction and pull boxes, motor control panels, etc.) shall be securely bonded to a grounding conductor running through any conduit terminating at the cabinet or enclosure by use of a grounding lug bushing and jumper wire to the enclosure wall. Switchgear, panelboards and motor control equipment shall be provided with an equipment ground bus (including lugs or screw terminals) securely bonded to the enclosure. Junction boxes and other enclosures shall utilize an equipment ground bus or lug as required to securely bond the equipment grounding conductor to the enclosure. The grounding conductor shall be connected with pressure connectors at the main switchgear to the main grounding system. Where screw terminals or set screw lugs are used, sufficient lugs shall be provided such that not more than one conductor is installed into each lug or terminal.
9. No raceway (including rigid steel conduit, EMT, etc.) shall serve as a grounding conductor.
10. All main feeder circuits and all branch circuits shall contain a grounding conductor sized according to Table 250-122, Article 250 of the National Electrical Code or as shown on the drawings. This grounding conductor shall be connected to the main grounding conductor in the switchgear from which the circuit emanates. Individual components of the system served by the main feeder circuit shall have their enclosures connected to the main feeder grounding conductor with pressure connectors.
11. Where lightning arresters are furnished and installed either separately or with equipment and the grounding connections are not inherently provided, a suitable,

separate, grounding conductor shall connect the lightning arrester with a separate ground rod. This rod shall be interconnected with any adjacent grounding system.

12. **Grounded and Grounding Conductor:** Connections to the grounding conductor and/or the neutral (grounded) conductor shall be made in such a manner that removal of any device or equipment will not interrupt the continuity of these conductors to any device downstream from the device removed.

- END OF SECTION -