

PROJECT MANUAL

FOR

**LONDON-LAUREL COUNTY ECONOMIC
DEVELOPMENT AUTHORITY**

LAUREL COUNTY, KENTUCKY

**Lily Industrial Park Water, Sewer and Gas Line
Extensions to Greta Lane Spec Building**

June 2025



OF KENTUCKY, INC.

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**London-Laurel Co. Economic Development Authority
Lily Industrial Park
Water, Sewer and Gas Line Extensions to Greta Lane Spec Building
London, Laurel Co., Kentucky**

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ADVERTISEMENT FOR BIDS

**London-Laurel County Economic Development Agency
London, Kentucky**

Lily Industrial Park Water, Sewer and Gas Line Extensions to the Greta Lane Spec Building

General Notice

The London-Laurel County Economic Development Authority (Owner) is requesting Bids for the construction of the following Project:

Lily Industrial Park Water, Sewer and Gas Line Extensions to the Greta Lane Spec Building

Bids for the construction of the Project will be received at the London-Laurel Co. EDA office located at 1105 W. 5th Street, London, KY 40744, until Thursday, July 24, 2025 at 10:00 a.m. local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

The construction of approximately 720 LF of 8" Waterline, 813 LF of 8" Sewer Line, 8" LF of Gravity Main Sewer and 600 LF of 4" Gas Line construction.

Bids are requested for the following Contract: **Lily Industrial Park Water, Sewer and Gas Line Extensions to the Greta Lane Spec Building**

Owner anticipates that the Project's total bid price will be approximately \$337,300. The Project has an expected duration of 90 days.

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated website:

Mselex.com, Under Bid Opportunities

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The CONTRACT DOCUMENTS may be reviewed at the following locations:

London-Laurel Co. EDA Office, 1105 W. 5th Street, London, KY 40744 (606) 864-8115

MSE of Kentucky, Inc., 624 Wellington Way, Lexington, KY 40503. (859) 223-5694 (MSE web site mselex.com under "Bid Opportunities")

Printed copies of the Contract Documents may be obtained at the office of Lynn Imaging, 328 Old Vine Street, Lexington, KY 40507 (859) 255-1021 upon receipt of a nonrefundable printing and shipping charge of \$250.00.

EJCDC® C-111, Advertisement for Bids for Construction Contract.

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Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

Davis-Bacon Wage Rates **do** apply to this project.

Domestic Preference

This project is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States.

The following waivers apply to this Contract:

BABAA De Minimis, Small Grants, and Minor Components.

This Advertisement is issued by:

Owner: London-Laurel Co. EDA

By: Paula Thompson

Title: Executive Director

Date: **[Date of initial publication of advertisement]**

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.
 - B. ***Domestic Preference – The Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953.***

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or

Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.

2.06 *Electronic Documents*

- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
 - 1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version 2017 or later. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
- C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.
 - 1. Electronic Documents that are available in native file format include:
 - a. Technical Specifications and Construction Plans.
 - 2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.
 - 3. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
 - 4. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 10 days of Owner's request, Bidder must submit the following information:
- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.
- 3.02 ~~Prospective Bidders must submit required information regarding their qualifications by [insert deadline for prequalification submittals]. Owner will review the submitted information to determine which contractors are qualified to bid on the Work. Owner will issue an Addendum listing those contractors that Owner has determined to be qualified to construct the project. Bids will only be accepted from listed contractors. The information that each prospective Bidder must submit to seek prequalification includes the following:~~
- ~~A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.~~
 - ~~B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.~~
 - ~~C. Prospective Bidder's state or other contractor license number, if applicable.~~
 - ~~D. Subcontractor and Supplier qualification information.~~
 - ~~E. Other required information regarding qualifications.~~
- Deleted**
- 3.03 ~~Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:~~
- ~~A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.~~
 - ~~B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.~~
 - ~~C. Bidder's state or other contractor license number, if applicable.~~
 - ~~D. Subcontractor and Supplier qualification information.~~
 - ~~E. Other required information regarding qualifications.~~

- 3.04 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.05 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A pre-bid conference will not be conducted for this Project.
- 4.02 ~~A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.~~
- 4.03 ~~A mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Proposals will not be accepted from Bidders who do not attend the conference. It is each Bidder's responsibility to sign in at the pre-bid conference to verify its participation. Bidders must sign in using the name of the organization that will be submitting a Bid. A list of qualified Bidders that attended the pre-bid conference and are eligible to submit a Bid for this Project will be issued in an Addendum.~~
- 4.04 ~~Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.~~

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

- 5.01 *Site and Other Areas*
- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.
- 5.02 *Existing Site Conditions*
- A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*
1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
- a. ~~Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.~~
- b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.

- c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
 - 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 - 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
 - ~~4. *Geotechnical Baseline Report/Geotechnical Data Report:* The Bidding Documents contain a Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR).~~
 - ~~a. As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.~~
 - ~~b. The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.~~
 - ~~c. Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.~~
 - ~~d. As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.~~
 - B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- 5.03 *Other Site-related Documents*
- A. ~~In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:~~
 - ~~1. **[List of other Site-related documents].**~~

~~Owner will make copies of these other Site-related documents available to any Bidder on request.~~

- ~~B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.~~
- ~~C. The other Site-related documents are not part of the Contract Documents.~~
- ~~D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.~~
- E. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- ~~A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.~~
- ~~B. A Site visit is scheduled following the pre-bid conference. Maps to the Site will be available at the pre-Bid conference.~~
- C. A Site visit is at contractor's convenience. Maps to the Site will be made available upon request.
- D. Bidders visiting the Site are required to arrange their own transportation to the Site.
- E. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site: Paula Thompson, Executive Director, (606) 864-8115, paula@lookatlondonky.com. Bidder must conduct the required Site visit during normal working hours.
- F. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- G. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- H. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- I. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

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

5.06 *Other Work at the Site*

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

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

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

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

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
 - A. **Scott Taylor, P.E., MSE of Kentucky, Inc., 624 Wellington Way, Lexington, KY 40503, staylor@mselex.com, mselex.com.**
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the

form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents. **Bid security must be at least 5% of the Bidder's maximum Bid price.**

- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 ~~Bidder must set forth in the Bid the time by which Bidder must achieve Substantial Completion, subject to the restrictions established in Paragraph 13.07 of these Instructions. The Owner will take Bidder's time commitment regarding Substantial Completion into consideration during the evaluation of Bids, and it will be necessary for the apparent Successful Bidder to satisfy Owner that it will be able to achieve Substantial Completion within the time such Bidder has designated in the Bid. [If applicable include the following: Bidder must also set forth in the Bid its commitments regarding the achievement of Milestones and readiness for final payment.] The Successful Bidder's time commitments will be entered into the Agreement or incorporated in the Agreement by reference to the specific terms of the Bid.~~

Deleted

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

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 ~~The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or equal" item of~~

~~material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.~~

Deleted

- 10.02 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. **Each such request shall include the Manufacturer’s Certification for Compliance with Domestic Preference requirements. Refer to the suggested Manufacturer’s Certification provided in these construction Contract Documents.** The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner. **Substitutes and “or-equal” materials and equipment may be proposed by Contractor in accordance with Paragraphs 7.05 and 7.06 of the General Conditions after the Effective Date of the Contract. Each such request shall include Manufacturer’s Certification letter to document compliance with Domestic Preference requirements. Refer to Manufacturer’s Certification Letter provided in these Contract Documents.**
- 10.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

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

Deleted

- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:
- A. Gas Line Subcontractor and pipe supplier.
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by

the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

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

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder’s name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.

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

ARTICLE 13—BASIS OF BID

13.01 ~~Lump Sum~~

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

13.02 ~~Base Bid with Alternates~~

- A. ~~Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.~~
- B. ~~In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.~~

13.03 ~~Sectional Bids~~

- A. ~~Bidders may submit a Bid on any individual section or any combination of sections, as set forth in the Bid Form.~~
- B. ~~Submission of a Bid on any section signifies Bidder's willingness to enter into a Contract for that section alone at the price offered.~~
- C. ~~If Bidder submits Bids on individual sections and a Bid based on a combination of those sections, such combined Bid need not be the sum of the Bids on the individual sections.~~
- D. ~~Bidders offering a Bid on one or more sections must be capable of completing the Work covered by those sections within the time period stated in the Agreement.~~

13.04 ~~Cost Plus Fee Bids~~

- A. ~~Bidders must submit a Bid on the Contractor's fee, which must be in addition to compensation for Cost of the Work. Such fee must be either (1) a fixed fee, (2) percentages of specified categories of costs, or (3) a percentage applicable to the Cost of the Work as a whole, as set forth in the Bid Form.~~

- B. ~~If the Contractor's fee, as set forth in the Bid Form, is to be based on percentages of categories of cost, or on a percentage applicable to the Cost of the Work as a whole, then Bidders must enter a maximum amount limiting the total fee if required by the Bid Form to do so.~~
- C. ~~Bidders must submit a Bid on the Guaranteed Maximum Price, setting a maximum amount on the compensable Cost of the Work plus Contractor's fee, if required by the Bid Form to do so.~~

Deleted

13.05 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.06 *Allowances*

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

13.07 *Price-Plus-Time Bids*

- A. ~~The Owner will consider the time of Substantial Completion commitment made by the Bidder in the comparison of Bids.~~
- B. ~~Bidder must designate the number of days required to achieve Substantial Completion of the Work and enter that number in the Bid Form as the total number of calendar days to substantially complete the Work.~~
- C. ~~The total number of calendar days for Substantial Completion designated by Bidder must be less than or equal to a maximum of [number], but not less than the minimum of [number]. If Bidder purports to designate a time for Substantial Completion that is less than the allowed minimum, or greater than the allowed maximum, Owner will reject the Bid as nonresponsive.~~
- D. ~~The Agreement as executed will contain the Substantial Completion time designated in Successful Bidder's Bid, and the Contractor will be assessed liquidated damages at the rate stated in the Agreement for failure to attain Substantial Completion within that time.~~
- E. ~~Bidder must also designate the time in which it will achieve Milestones, and achieve readiness for final payment. Such time commitments must be consistent with the "Time of Substantial Completion" to which Bidder commits. The Agreement as executed will contain,~~

EJCDC® C-200, Instructions to Bidders for Construction Contract.

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~~as binding Contract Times, Successful Bidder's time commitments regarding Milestones, as applicable, and readiness for final payment.~~

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ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid,

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

ARTICLE 16—OPENING OF BIDS

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

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. ~~In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.~~

- C. ~~For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.~~
- D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- E. ~~For the determination of the apparent low Bidder when cost plus fee bids are submitted, Bids will be compared on the basis of the Guaranteed Maximum Price set forth by Bidder on the Bid Form.~~

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- F. ~~Bid prices will be compared after adjusting for differences in time of Substantial Completion (total number of calendar days to substantially complete the Work) designated by Bidders. The adjusting amount will be determined at the rate set forth in the Agreement for liquidated damages for failing to achieve Substantial Completion, or such other amount that Owner has designated in the Bid Form.~~
 - 1. ~~The method for calculating the lowest bid for comparison will be the summation of the Bid price shown in the Bid Form plus the product of the Bidder specified time of Substantial Completion in calendar days times the rate for liquidated damages [or other Owner designated daily rate] in dollars per day.~~
 - 2. ~~This procedure is only used to determine the lowest bid for comparison and contractor selection purposes. The Contract Price for compensation and payment purposes remains the Bid price shown in the Bid Form.~~

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- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as

identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—SALES AND USE TAXES

21.01 Owner is exempt from Kentucky state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption No. 61-1304065). Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

ARTICLE 22—CONTRACTS TO BE ASSIGNED

ARTICLE 23 – FEDERAL REQUIREMENTS

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

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

BID FORM FOR CONSTRUCTION CONTRACT

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

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **[Drafter of form should insert full formal name and address of Owner.]**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data; ~~and~~
 - ~~G. [List other documents and edit above as pertinent].~~
 - G. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary Conditions of the Construction Contract (EJCDC C-800);
 - H. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);
 - I. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans.
 - J. [List other documents and edit above as pertinent].

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 ~~Lump Sum Bids~~
- A. ~~Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:~~
- ~~1. Lump Sum Price (Single Lump Sum)~~

3. Fire Hydrant Assembly. Furnish all material, equipment and labor and install 6-inch fire hydrant assemblies including thrust blocking, excavation and backfilling. Excavation is unclassified. Mechanical joint, cast iron only.

A. Fire Hydrant Assembly 1 Ea. \$_____ \$_____

4. Air Release Valve Assembly. Furnish all material, equipment and labor and install air release valves in boxes including tapping, saddles, riser pipe, cut off valves and other items for a complete installation of the assembly as shown in the details.

A. Air Release Valve Assembly 1 Ea. \$_____ \$_____

5. Tie-n to Existing Lines. Furnish all material, equipment and labor and install connections to existing mains including all pipe cutting, fittings, bends, temporary connections for testing and flushing, thrust blocks and restorations.

A. 12" Taping Valve and Sleeve 1 Ea. \$_____ \$_____

TOTAL BASE BID PART 1 – WATER (Items 1 through 5) \$_____

BID SCHEDULE – PART 2 SEWER LINE WORK

1. Sanitary Sewer. Furnish all material, equipment and labor and install 8" PVC SDR 35 sanitary sewer main, including trenching, bedding, backfill, testing and related work. Unclassified excavation.

A. Sanitary Sewer 6-6.0' 710 L.F. \$_____ \$_____

B. Sanitary Sewer 6.1-8.0' 103 L.F. \$_____ \$_____

2. Standard Manhole. Furnish all material, equipment and labor and install four-foot diameter standard manholes, up to six feet in depth. All over 6 ft. paid by additional depth.

A. Standard Manhole (up to 6' in depth) 6 Ea. \$_____ \$_____

3. 8" Steel Casing Pipe For Force Main. Furnish all material, equipment and labor and install new steel casing for road crossing by open cutting. Does not include carrier pipe installation.

A. Casing Pipe Bored 55 L.F. \$_____ \$_____

4. Sewer Main Installed In Casing Pipe. Furnish all material, equipment and labor and install gravity main in casing pipes.

A. 8" PVC Gravity Main Sewer 55 L.F. \$_____ \$_____

5. Connection to Existing Wet Well. Furnish all material, equipment and labor and connect force main to existing force main.

Connection to Existing Wet Well 1 Ea. \$_____ \$_____

6. Surface Restoration. Furnish all material, equipment and labor and fertilizing, seeding and mulching disturbed lawns and other grassed areas and all disturbed crushed stone pavement areas.

A. Surface Restoration 1 L.S. \$_____

- B. Crushed Stone Paving Repairs 1 L.S. \$ _____
7. Other Costs. Mobilization, demobilization, project sign and other costs.
- Other Costs 1 L.S. \$ _____

TOTAL BASE BID PART 2 – SEWER (Items 1 through 7) \$ _____

BID SCHEDULE – PART 3 PE NATURAL GAS MAIN WORK

The gas line contractor or subcontractor responsible for gas line construction must be one of Delta Gas Company's approved contractors or must be pre-approved by Delta before construction begins.

Additionally, prior to any gas lines being placed into service, Delta Company Personnel will have to inspect and approve the installation, including but not limited to the materials used, depth of cover, that tracer wire is in place and is able to be located, and to ensure all pressure tests have been completed and are acceptable.

1. PE Gas Line. Furnish all material, equipment and labor and install PE Gas Line, including trenching, all fittings, standard bedding, laying, backfilling, thrust-blocking and any other subsidiary work. Excavation is unclassified. Includes butt fusion, fittings (elbows, tees, end caps, etc.) as needed. Tracer wire is required.
 - A. 4" Gas Pipe PE 3408 600 L.F. \$ _____ \$ _____
2. Steel Casing Pipe (open cut). Furnish all material, equipment and labor and install new steel casing with vent pipe, for road crossing by open cutting. Does not include carrier pipe installation paid under Item 1. Includes crushed stone backfill from bottom to road surface.
 - A. 8" Steel Casing Pipe (Open Cut) 50 L.F. \$ _____ \$ _____
3. Gas Valve Assemblies. Furnish all material, equipment and labor and install gate valves and boxes set complete as specified including trenching, backfilling and concrete collars. Mechanical joint, cast iron only.
 - A. 4" Gas Valve Assemblies 1 Ea. \$ _____ \$ _____
4. Tie-in to Existing Gas Main. Furnish all labor, equipment and labor and install connections to existing gas main including all pipe cutting, fitting, bends, temporary connections for testing and flushing, thrust blocks and restorations.
 - A. Tie-in to 6" Gas Main 1 Ea. \$ _____ \$ _____

TOTAL BASE BID PART 3 – NATURAL GAS LINE (Items 1 - 4) \$ _____

TOTAL BID – PARTS 1, 2 AND 3 COMBINED \$ _____

B. Bidder acknowledges that:

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

3.03 *Total Bid Price (Lump Sum and Unit Prices)*

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	\$
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ARTICLE 4—~~BASIS OF BID—COST PLUS FEE~~

4.01 ~~The Contract Price will be the Cost of the Work, determined as provided in Paragraph 13.01 of the General Conditions, together with the following fee, and subject to the Guaranteed Maximum Price.~~

4.02 *Contractor's Fee*

~~A. Contractor's fee will be [number] percent of the Cost of the Work. No fee will be payable on the basis of costs itemized as excluded in Paragraph 13.01.C of the General Conditions.~~

- ~~1. The maximum amount payable by Owner as a percentage fee (Guaranteed Maximum Fee) will not exceed \$[insert cap amount], subject to increases or decreases for changes in the Work.~~

~~B. Contractor's fee will be determined by applying the following percentages to the various portions of the Cost of the Work as defined in Article 13 of the General Conditions. No fee will be payable on the basis of costs itemized as excluded in Paragraph 13.01.C of the General Conditions:~~

Costs	Percent
Payroll costs (See Paragraph 13.01.B.1, General Conditions)	
Materials and Installed Equipment cost (GC 13.01.B.2)	
Amounts to be paid to Subcontractors (GC 13.01.B.3)	
Amount to be paid to special consultants (GC 13.01.B.4)	
Other costs (GC 13.01.B.5)	

- ~~1. The maximum amount payable by Owner as a percentage fee (Guaranteed Maximum Fee) will not exceed \$[insert cap amount], subject to increases or decreases for changes in the Work.~~

~~C. Contractor's fee will be the fixed sum of \$[number].~~

4.03 *Guaranteed Maximum Price*

~~A. The Guaranteed Maximum Price to Owner of the Cost of the Work including Contractor's Fee will not exceed \$[Bidder fill in GMP].~~

Deleted

ARTICLE 5—~~PRICE PLUS TIME BID~~

5.01 ~~Price Plus Time Contract Award (Stipulated Price Contract)~~

- ~~A. The Bidder to which an award of the Contract will be made will be determined in part on the basis of the Total Bid Price and the total number of calendar days to substantially complete the Work, in accordance with the following:~~

	Description		Amount
A	1. Total Bid Price		\${number}
	2. Total number of calendar days to substantially complete the Work	{number} days	
	3. Liquidated Damages Rate (from Agreement)	\${number}/day	
B	4. Adjustment Amount (2 x 3)		\${number}
A+B	5. Amount for Comparison of Bids		\${number}

- ~~B. The purpose of the process in the table above is only to calculate the lowest price plus time (A+B) bid amount for bid comparison purposes. The price for completion of the Work (the Contract Price) is the Total Bid Price.~~
- ~~C. Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.~~

5.02 ~~Price Plus Time Contract Award (Cost Plus Fee with Guaranteed Maximum Price Contract)~~

- ~~A. The Bidder to which an award of Contract will be made will be determined in part on the basis of the Guaranteed Maximum Price and the total number of calendar days to substantially complete the Work, in accordance with the following:~~

	Description		Amount
A	1. Guaranteed Maximum Price		\${number}
	2. Total number of calendar days to substantially complete the Work	{number} days	
	3. Liquidated Damages Rate (from Agreement)	\${number}/day	
B	4. Adjustment Amount (2 x 3)		\${number}
A+B	5. Amount for Comparison of Bids		\${number}

- ~~B. The purpose of the process in the table above is only to calculate the lowest price plus time (A+B) bid amount for bid comparison purposes. The price for completion of the Work (the Contract Price) is based on the cost of the Work, plus a fee, subject to a guaranteed maximum price, as set forth in the Agreement.~~
- ~~C. Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.~~

Deleted

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 ~~Bidder agrees that the Work will be substantially complete on or before [Bidder inserts date], and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [Bidder inserts date].~~

Deleted

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

Deleted

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

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

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, **including all Domestic Preference requirements.**
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

- A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

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

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

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

BID BOND (PENAL SUM FORM)

Bidder Name: [Full formal name of Bidder] Address <i>(principal place of business)</i> : [Address of Bidder's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: London-Laurel Co. EDA Address <i>(principal place of business)</i> :	Bid Project <i>(name and location)</i> : Lily Industrial Park Water, Sewer and Gas Line Extensions to serve Greta Lane Spec Building, London, Laurel Co., Kentucky Bid Due Date: [Enter date bid is due]
Bond Penal Sum: [Amount] Date of Bond: [Date]	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		

<input type="checkbox"/> Other			
<input type="checkbox"/> None			

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:			
Safety Certifications			
Certification Name	Issuing Agency	Expiration	

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:			
Business address:			
Date of Business's most recent financial statement:		<input type="checkbox"/> Attached	
Date of Business's most recent audited financial statement:		<input type="checkbox"/> Attached	
Financial indicators from the most recent financial statement			
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)			
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			

ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:			
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does provider have an A.M. Best Rating of A-VII or better?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:		As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Provide full details in a separate attachment if the response to any of these questions is Yes.				

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business's safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.

- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(date signed)

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

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

Schedule A—Current Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

SECTION 00480 - NON-COLLUSION AFFIDAVIT

PART 1 - GENERAL

1.01 DESCRIPTION

A. The Non-Collusion Affidavit for the project shall be submitted with the bid proposal, and a copy of this document is bound herewith.

1. When properly executed, this Document shall become a part of the successful bidder's Contract Document.

END OF SECTION

NON-COLLUSION AFFIDAVIT

The undersigned bidder, on behalf of its officers and agents or representatives being duly sworn, states that it has not in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any other person or public officer whereby bidder has paid or is to pay to such other bidder or other person or public officer any sum or money, or has given or is to give to such other bidder or other person or public officer anything of value whatever, or such agent or affiant or either of them has not, directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Subscribed and sworn to before me by _____ this
_____ day of _____, 20____.

My Commission expires:

Notary Public

END OF AFFIDAVIT

NOTICE OF AWARD

Date of Issuance:

Owner: London-Laurel Co. EDA

Owner's Project No.:

Engineer: MSE of Kentucky, Inc.

Engineer's Project No.:

Project: Lily Industrial Park Water, Sewer and Gas Line Extensions

Contract Name: Lily Industrial Park Water, Sewer and Gas Line Extensions

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated **[date]** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Lily Industrial Park Water, Sewer and Gas Line extension to serve Greta Lane Spec Building.

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

One unexecuted 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.

☐ Drawings will be delivered separately from the other Contract Documents.

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

1. Deliver to Owner one (1) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **N/A**

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

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

Owner: **London-Laurel County Economic Development Authority**

By (signature): _____

Name (printed): Paula Thompson

Title: Executive Director

Copy: Engineer

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

This Agreement is by and between London-Laurel County Economic Development Authority (“Owner”) and **[name of contracting entity]** (“Contractor”).

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Lily Industrial Park Water, Sewer and Gas Line Extensions to serve Greta Lane Spec Building which consists of 720 LF of 8” Waterline, 813 of LF of 8” Sewer Line, 8” LF of Gravity Main Sewer and 600 LF of 4” Gas Line construction.

ARTICLE 3—ENGINEER

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

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 ~~*Contract Times: Dates*~~
- ~~A. The Work will be substantially complete on or before [date], and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [date].~~

4.03 *Contract Times: Days*

- A. The Work will be substantially complete within 90 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.04 *Milestones*

- ~~A. Parts of the Work must be substantially completed on or before the following Milestone(s):~~

- ~~1. Milestone 1 [event & date/days]~~
- ~~2. Milestone 2 [event & date/days]~~
- ~~3. Milestone 3 [event & date/days]~~

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
 3. ~~*Milestones:* Contractor shall pay Owner \$[number] for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.~~
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

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

Deleted

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. ~~For all Work other than Unit Price Work, a lump sum of \$[number].~~

~~All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~

- B. ~~For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).~~

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
				\$	\$
				\$	\$

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Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
				\$	\$
				\$	\$
				\$	\$
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. ~~Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$[number].~~

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **10th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

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

a. **95** percent of the value of the Work completed (with the balance being retainage).

1) ~~If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work~~

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~~remain satisfactory to Owner and Engineer, there will be no additional retainage;
and~~

Deleted

- b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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

6.03 *Final Payment*

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

6.04 *Consent of Surety*

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

6.05 *Interest*

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

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings (not attached but incorporated by reference) consisting of 11 sheets with each sheet bearing the following general title: Lily Industrial Park Water, Sewer and Gas Line Utilities – Greta Lane.

7. Drawings listed on the attached sheet index.
8. Addenda (numbers **[number]** to **[number]**, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. Schedule of Drawings
Technical Specifications Table of Contents
Contractor's Bid
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the

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

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner,

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(b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 18—MITIGATION MEASURES

18.10.A.5 *Environmental Requirements*

The project, as proposed, has been evaluated to be consistent with the National Environmental Policy Act. Other Federal, State, tribal, and local laws, regulations and/or permits may apply or be required. If the project or any project element deviates from or is modified from the originally approved project, additional environmental review may be required. Applicant is responsible for acquiring the necessary permits for construction and operation of the project. Refer to Kentucky State e-Clearinghouse SAI#KY202405020687 for statutory and regulatory requirements. In the event that any historic properties are inadvertently discovered or affected the applicant should contact USDA and KY SHPO.

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

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

Owner:

London-Laurel Co. EDA

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

Paula Thompson

(typed or printed)

Title:

Executive Director

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

1105 W. 5th Street, London, KY 40744

Designated Representative:

Name:

Paula Thompson

(typed or printed)

Title:

Executive Director

(typed or printed)

Address:

1105 W. 5th Street, London, KY 40744

Phone:

(606) 865-8115

Email:

paula@lookatlondonky.com

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

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

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

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

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NOTICE TO PROCEED

Owner: London-Laurel Co. EDA Owner's Project No.: _____
Engineer: MSE of Kentucky, Inc. Engineer's Project No.: _____
Contractor: _____ Contractor's Project No.: _____
Project: Lily Industrial Park Water, Sewer and Gas Line Extensions
Contract Name: Lily Industrial Park Water, Sewer and Gas Line Extensions
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

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

In accordance with the Agreement:

The number of days to achieve Substantial Completion is **90 days** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of _____; and the number of days to achieve readiness for final payment is _____ from the commencement date of the Contract Times, resulting in a date for readiness for final payment of _____.

Owner: London-Laurel Co. EDA
By *(signature)*: _____
Name *(printed)*: Paula Thompson
Title: Executive Director
Date Issued: _____
Copy: Engineer

PERFORMANCE BOND

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: London-Laurel County EDA Mailing address <i>(principal place of business)</i> : [Address of Owner's principal place of business]	Contract Description <i>(name and location)</i> : Lily Industrial Park Water, Sewer and Gas Line Extensions to serve Greta Lane Spec Building, London, Laurel Co., Kentucky Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____	By: _____
<i>(Signature)</i>	<i>(Signature)(Attach Power of Attorney)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____	Attest: _____
<i>(Signature)</i>	<i>(Signature)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **[Describe modification or enter “None”]**

PAYMENT BOND

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: London-Laurel Co. EDA Mailing address <i>(principal place of business)</i> : [Address of Owner's principal place of business]	Contract Description <i>(name and location)</i> : Lily Industrial Park Water, Sewer and Gas Line Extensions to serve the Greta Lane Spec Building, London, Laurel Co., Kentucky Contract Price: [Amount, from Contract] Effective Date of Contract: [Date, from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

Contractor's Application for Payment

Owner: <u>London-Laurel Co. Economic Development Authority</u>	Owner's Project No.: _____
Engineer: <u>MSE of Kentucky, Inc.</u>	Engineer's Project No.: _____
Contractor: _____	Contractor's Project No.: _____
Project: <u>Lily Industrial Park Water, Sewer and Gas Line Extensions to Greta Lane Spec Building</u>	
Contract: _____	
Application No.: _____	Application Date: _____
Application Period: From _____ to _____	

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

Contractor's Certification

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

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

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

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

Contractor: _____	
Signature: _____	Date: _____

Recommended by Engineer	Approved by Owner
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Contractor's Application for Payment

Owner: _____
 Engineer: _____
 Contractor: _____
 Project: _____
 Contract: _____

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

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

Contractor's Application for Payment

Owner:	_____	Owner's Project No.:	_____
Engineer:	_____	Engineer's Project No.:	_____
Contractor:	_____	Contractor's Project No.:	_____
Project:	_____		
Contract:	_____		

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

Contractor's Application for Payment

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

Application No.:	Application Period:	From	to	Application Date:
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[illegible]

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: London-Laurel Co. EDA Owner's Project No.:
Engineer: MSE of Kentucky, Inc. Engineer's Project No.:
Contractor: Contractor's Project No.:
Project: Lily Industrial Park Water, Sewer and Gas Line Extensions
Contract Name: Lily Industrial Park Water, Sewer and Gas Line Extensions

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

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

[Describe the portion of the work for which Certificate of Substantial Completion is issued]

Date of Substantial Completion: **[Enter date, as determined by Engineer]**

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

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

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

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

[List amendments to Owner's Responsibilities]

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

[List amendments to Contractor's Responsibilities]

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

[List attachments such as punch list; other documents]

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

Engineer

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

NOTICE OF ACCEPTABILITY OF WORK

Owner: London-Laurel Co. EDA
Engineer: MSE of Kentucky, Inc.
Contractor: _____
Project: Lily Industrial Park Water, Sewer and Gas Line Extensions
Contract Name: _____
Notice Date: _____ Effective Date of the Construction Contract: _____

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
- 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 - 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 - 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 - 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 - 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 - 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 - 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 - 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 - 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 - 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 - 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
- a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Acceptance of Schedules*

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

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

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

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

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

B. *Resolving Discrepancies*

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

3.04 *Requirements of the Contract Documents*

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

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

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

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

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

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

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

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

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

5.01 *Availability of Lands*

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

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

5.03 *Subsurface and Physical Conditions*

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

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

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

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

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

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

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

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

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

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

7.02 *Supervision and Superintendence*

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

7.03 *Labor; Working Hours*

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

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

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

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

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

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

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

7.09 *Permits*

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

7.10 *Taxes*

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

7.11 *Laws and Regulations*

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

7.12 *Record Documents*

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

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

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

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

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

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;
 - 6. The issuance of a notice of acceptability by Engineer;
 - 7. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or

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

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

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

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

10.05 *Determinations for Unit Price Work*

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

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

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

10.07 *Limitations on Engineer's Authority and Responsibilities*

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

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

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

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

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

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

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

11.04 *Field Orders*

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

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

- B. *Change Proposal Procedures*

- 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

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

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 6. Expenses incurred in preparing and advancing Claims.
 - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
 - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

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

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance:* Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

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

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

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

14.03 *Defective Work*

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

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

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

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
- 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

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

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

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

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

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

For the purposes of Rural Development, this term is synonymous with the term "applicant" as defined in 7 CFR 1780.7 (a) (1), (2) and (3) and is an entity receiving financial assistance from the federal programs.

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

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

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

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

SC-1.01.A.52 – Add the following new paragraph with the title "Domestic Preference Definitions" immediately after Paragraph 1.01.A.51:

52.a Build America, Buy America Act (BABAA) - Requirements mandated by Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953-58 mandating domestic preference that all iron and steel, manufactured products, and construction materials are produced in the United States, in accordance with 2 CFR 184.

52.b Construction Materials - Those articles, materials, or supplies — other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives— that are or consist primarily of: non-ferrous metals, plastic and polymer- based products, glass, lumber or drywall.

52.c Contractor's Certification - A certification submitted by Contractor that, to the best of the Contractor's knowledge and belief, all Work complies with Domestic Preference requirements.

52.d De Minimis - Materials and products that represent a small portion of an infrastructure project, specifically no more than 5% of the project costs up to a maximum of \$1,000,000.

52.e Domestic Preference - The Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953.

52.f Engineer's Certification - Documentation submitted by the Engineer that Drawings, Specifications, and Bidding Documents comply with Domestic Preference requirements.

52.g Manufactured Product - Items assembled out of components, or otherwise made or processed from raw materials into finished products. Manufactured products must be manufactured (assembled) in the United States, and the cost of components that were mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the product.

52.h Manufacturer's Certification - Documentation provided by the Manufacturer stating that Domestic Preference requirements have been satisfied for all provided items. Manufacturers' Certifications must include (at a minimum): specific list of products (using common names) associated with the certificate, location of the final manufacturing, signature of the manufacturer's representative, and a reference to the Domestic Preference statute. If items are purchased via a Supplier, distributor, vendor, etc. from the Manufacturer directly, then the Supplier, distributor, vendor, etc. will be responsible for obtaining and providing these certifications to the parties purchasing the products.

52.i Minor Components - Components within an iron and/or steel product otherwise compliant with the Domestic Preference requirements. This waiver, typically used by Manufacturers, allows use of non-domestically produced miscellaneous Minor Components comprising up to five percent of the total

material cost of an otherwise domestically produced iron and steel product. However, unless a separate waiver for a product has been approved, all other iron and steel components in said product must still meet the Domestic Preference requirements. This waiver does not exempt the whole product from the Domestic Preference requirements only Minor Components within said product and the iron or steel components of the product must be produced domestically.

52.j Primarily Iron or Steel - A product is made of greater than 50 percent iron or Steel on a materials cost basis.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. *Evidence of Owner's Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 Copies of Documents

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor two printed copies of the Contract Documents (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

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

2.06 Electronic Transmittals

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

- B. *Electronic Documents Protocol:* The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. *Basic Requirements*

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is **[number]** MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating,

updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology (“IT”) for maintaining operations of its System Infrastructure during the Project, including coordination with the party’s individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
- h. The Owner will operate a Project information management system (also referred to in this EDP as “Project Website”) for use of Owner, Engineer and Contractor during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General

Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:

- 1) Describe the period of time during which the Project Website will be operated and be available for reliance by the parties;
- 2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website;
- 3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.); and
- 4) Include any other Project Website attributes that may be pertinent to Contractor's use of the facility and pricing of such use.

C. *Software Requirements for Electronic Document Exchange; Limitations*

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. *Requests by Contractor for Electronic Documents in Other Formats*

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.
2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:

- a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.
 - b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
 - c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.
 - d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.
3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at \$[number] per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

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

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01.A – Delete the paragraph, and replace with:

- A. **The Contract Times will commence on the day indicated in the Notice to Proceed. The Notice to Proceed date must be no later than 30 days after the Effective Date of the Contract. The Owner must issue a Notice to Proceed.**

4.05 *Delays in Contractor's Progress*

SC-4.05 Paragraph is mandatory for WWD projects.

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

- a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled. **Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered abnormal weather conditions. Requests for time extensions due to abnormal weather conditions will be submitted to the Engineer within five days of the end of the abnormal weather condition event. It is the responsibility of the Contractor to provide the information listed in SC 4.05.C.5.b.**
- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
 - 1) Every workday on which one or more of the following conditions exist will be considered a "bad weather day":
 - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds 0.1" of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.
 - ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: 32 degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: 105 degrees Fahrenheit.
 - 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by Mesonet weather monitoring station at Jackson County, Kentucky.
 - 3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the table in Exhibit B—Foreseeable Bad Weather Days.
 - 4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in Exhibit B—Foreseeable Bad Weather Days will be considered as "abnormal weather conditions." The

existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor's then-current Progress Schedule's critical path for the Project.

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

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
N/A		[Identify Technical Data]

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
N/A		[Identify Technical Data]

- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at **[location]** during regular business hours, or may request copies from Engineer.

5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
N/A		[Identify Technical Data]

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
N/A		[Identify Technical Data]

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

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

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

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

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

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

1. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be 2 years after Substantial Completion.
2. After Substantial Completion, Contractor shall furnish a warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018). The warranty bond must be in a bond amount of 10 percent of the final Contract Price. The warranty bond period will extend to a date 2 years after Substantial Completion of the Work. Contractor shall deliver the fully executed warranty bond to Owner prior to or with the final application for payment, and in any event no later than 11 months after Substantial Completion.
3. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.

6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker’s compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker’s compensation insurance provider by the appropriate state agency, and (c) has been

accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.H.2 of the General Conditions:

3. For the following Subcontractors, Suppliers, or categories of Subcontractor or Supplier, Contractor shall require the following specified insurance, with policy limits as stated:
Gas sub-contractor, same insurance requirements as in 6.03.

6.03 Contractor's Insurance

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: No other persons or entities are to be included as additional insureds. See GC-6.03.C.]
- E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	\$
Bodily injury by disease—aggregate	\$
Employer's Liability	
Each accident	\$100,000
Each employee	\$100,000
Policy limit	\$500,000
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$

- F. *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 claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must 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, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. 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). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. 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.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).

6. Any limitation or exclusion based on the nature of Contractor's work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

- J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance 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 must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$

- K. *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. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$N/A
General Aggregate	\$N/A

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or

excess policy must retain a minimum limit of \$[specify amount] after accounting for partial attribution of its limits to underlying policies, as allowed above.

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

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	\$N/A
General Aggregate	\$N/A

- N. *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 must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	\$N/A
Annual Aggregate	\$N/A

- O. *Railroad Protective Liability Insurance:* Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

Railroad Protective Liability Insurance	Policy limits of not less than:
Each Claim	\$N/A
Aggregate	\$N/A

- P. *Unmanned Aerial Vehicle Liability Insurance:* If Contractor uses unmanned aerial vehicles (UAV—commonly referred to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor's compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

Unmanned Aerial Vehicle Liability Insurance	Policy limits of not less than:
Each Claim	\$N/A
General Aggregate	\$N/A

Q. *Other Required Insurance:* N/A

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Delete Paragraph 6.04.A and insert the following in its place:

- A. Owner shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

F. *Builder's Risk Requirements:* The builder's risk insurance must:

1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).
 - a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
 - b. 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 will be provided through other insurance policies acceptable to Owner and Contractor.
2. 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.

3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
 4. 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). If this coverage is subject to a sublimit, such sublimit will be a minimum of n/a.
 5. extend to cover damage or loss to insured property while in transit. If this coverage is subject to a sublimit, such sublimit will be a minimum of n/a.
 6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
 7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
 8. include performance/hot testing and start-up, if applicable.
 9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
 10. include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds." In addition to Owner, Contractor, and Subcontractors of every tier, include as insureds the following:
 - a. London-Laurel Co. EDA and MSE of Kentucky
 11. include, in addition to the Contract Price amount, the value of the following equipment and materials to be installed by the Contractor but furnished by the Owner or third parties:
 - a. N/A
 12. If debris removal in connection with repair or replacement of insured property is subject to a coverage sublimit, such sublimit will be a minimum of \$n/a.
 13. In addition to the coverage sublimits stated above, the following coverages are also subject to sublimits, as follows:
 - a. N/A
- G. *Coverage for Completion Delays:* The builder's risk policy will include, for the benefit of Owner, loss of revenue and soft cost coverage for losses arising from delays in completion that result from covered physical losses or damage. Such coverage will include, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, compensation for loss of net revenues, rental costs, and attorneys' fees and engineering or other consultants' fees, if not otherwise covered.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

- H. *Builder's Risk and Other Property Insurance Deductibles:* The purchaser of any required builder's risk, installation floater, or other property insurance will be responsible for costs not covered because of the application of a policy deductible.
1. The builder's risk policy (or if applicable the installation floater) will be subject to a deductible amount of no more than \$10,000 for direct physical loss in any one occurrence.

SC-6.04 Delete Paragraph 6.04.A of the General Conditions and substitute the following in its place:

A. *Installation Floater*

1. Contractor shall provide and maintain installation floater insurance on a broad form or "all risk" policy providing coverage for materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work ("Covered Property"). Coverage under the Contractor's installation floater will include loss from covered "all risk" causes (perils) to Covered Property:
 - a. of the Contractor, and Covered Property of others that is in Contractor's care, custody, and control;
 - b. while in transit to the Site, including while at temporary storage sites;
 - c. while at the Site awaiting and during installation, erection, and testing;
 - d. continuing at least until the installation or erection of the Covered Property is completed, and the Work into which it is incorporated is accepted by Owner.
2. The installation floater coverage cannot be contingent on an external cause or risk, or limited to property for which the Contractor is legally liable.
3. The installation floater coverage will be in an amount sufficient to protect Contractor's interest in the Covered Property. The Contractor will be solely responsible for any deductible carried under this coverage.
4. This policy will include a waiver of subrogation applicable to Owner, Contractor, Engineer, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be 8 a.m. – 5 p.m.
2. Owner's legal holidays are Labor Day, Thanksgiving, Christmas, New Year, Martin Luther King, President's Day.

SC-7.03 Amend the first and second sentences of Paragraph 7.03.C to state “...all Work at the Site must be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Sunda, or any legal holiday.”

SC-7.03 Delete Paragraph 7.03.C in its entirety, and insert the following:

- C. In the absence of any Laws or Regulations to the contrary, Contractor may perform the Work on holidays, during any or all hours of the day, and on any or all days of the week, at Contractor's sole discretion.

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

- D. **Contractor** shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

C-7.03 Add the following new subparagraph immediately after Paragraph SC-7.03.D:

- 1. For purposes of administering the foregoing requirement, additional overtime costs are defined as more than a 40 hour work week.

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

D. All products must meet Domestic Preference requirements.

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

E. For projects utilizing a *De Minimis* waiver, Contractor shall maintain an itemized list of non-domestically produced components and ensure that the cost is less than 5% of total project cost for project up to a maximum of \$1,000,000.

SC-7.05.A – Amend the third sentence of paragraph by striking out the following words:

Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or-equal” item is permitted,

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

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

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

Contractor shall include a Manufacturer's Certification or waiver for compliance with Domestic Preference requirements and supporting data, as applicable. Refer to Sample Language for Manufacturer's Certification provided in these Contract Documents.

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

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

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

4. Comply with Domestic Preference requirements by providing Manufacturer's Certification or waiver, as applicable. Refer to Sample Language for Manufacturers' Certification provided in these Contract Documents.

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

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

Owner may not require that Contractor use a specific replacement.

7.10 Taxes

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

- A. Owner is exempt from payment of sales and compensating use taxes of the State of Kentucky and of cities and counties thereof on all materials to be incorporated into the Work.
 - 1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 - 2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

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

Manufacturers' Certifications,

7.13 Safety and Protection

SC-7.13 Insert the following after the second sentence of Paragraph 7.13.G:

The following Owner safety programs are applicable to the Work: **[Here expressly identify by title and/or date, any such Owner safety programs. If Owner's safety programs are included in or addressed in the Specifications, SC-7.13 may be used to provide a cross-reference to the Specification section].**

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

, including Manufacturer’s Certification, or waiver for any item in the submittal subject to Domestic Preference requirements. Refer to the Sample Language for Manufacturers’ Certification provided in these Contract Documents.

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

9. Engineer’s review and approval of a Shop Drawing or Sample shall include review of Manufacturers’ Certifications and any waivers in order to document compliance with Domestic Preference requirements, as applicable.

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

F. Contractor shall certify prior to final payment that all Work and Materials have complied with Domestic Preference requirements. Contractor shall provide Certification to Owner and Engineer. Refer to the Sample Language for Contractor’s Certification provided in these Contract Documents.

ARTICLE 8—OTHER WORK AT THE SITE

8.02 *Coordination*

SC-8.02 Add the following new Paragraph 8.02.C immediately after Paragraph 8.02.B:

- C. Owner intends to contract with others for the performance of other work at or adjacent to the Site.**
 - 1. Owner’s Site Representative shall have authority and responsibility for coordination of the various contractors and work forces at the Site;**
 - 2. The following specific matters are to be covered by such authority and responsibility:
n/a;**
 - 3. The extent of such authority and responsibilities is: n/a.**

ARTICLE 9—OWNER’S RESPONSIBILITIES

9.13 *Owner’s Site Representative*

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

9.13 *Owner’s Site Representative*

- A. Owner will furnish an “Owner’s Site Representative” to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner’s Site Representative is not Engineer’s consultant, agent, or employee. Owner’s Site Representative will be TBD. The authority and responsibilities of Owner’s Site Representative follow: observing the work for adherence to the**

contract documents, monitoring work completed, stored material, equipment installation, and the contractor's manpower and equipment Review of partial payment requests prior to submittal to the construction coordinator, attend progress and construction meetings and makes daily progress reports.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 Resident Project Representative

SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:

1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

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

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
 1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 3. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
 4. *Review of Work; Defective Work*
 - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
 5. *Inspections and Tests*

- a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
- 6. *Payment Requests:* Review Applications for Payment with Contractor.
- 7. *Completion*
 - a. Participate in Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will not:
 - 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

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

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

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

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

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

For Owner-authorized changes in the Work, the Contractor will provide the Manufacturer's Certification, or waiver, for materials subject to Domestic Preference requirements except when sole-source is specified, in which case the Engineer will provide the Manufacturer's Certification, or waiver.

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

c. For change orders involving materials subject to Domestic Preference requirements, Contractor shall include a Manufacturer's Certification or waiver, as applicable. Refer to the Sample Language for Manufacturer's Certification provided in these Contract Documents.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

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

13.01 *Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of Rental Rate Bluebook.

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

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

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

13.03 *Unit Price Work*

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

E. *Adjustments in Unit Price*

- 1.** Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

- a. the extended price of a particular item of Unit Price Work amounts to [number] percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than [number] percent from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

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

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

G. Installation of materials that are non-compliant with Domestic Preference requirements shall be considered defective work. Contractor should ensure that Engineer has an approved Manufacturer's Certification, or waiver, prior to any domestic preference compliant item being delivered to the project site.

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

15.01 *Progress Payments*

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

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage or invest the retainage for the benefit of the Contractor.

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

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

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

6. By submitting an Application for Payment, based in whole or in part on furnishing equipment or materials, Contractor certifies that such equipment and materials are compliant with Domestic Preference requirements. Manufacturer's Certification for

material(s) satisfy these requirements. Refer to the Sample Language for Manufacturer's Certification provided in these Contract Documents.

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

d. The materials presented for payment in an Application for Payment comply with Domestic Preference requirements.

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

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

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

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

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

15.03 *Substantial Completion*

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

Contractor shall also submit the Contractor's Certification of Compliance certifying that to the best of the Contractor's knowledge and belief all Iron and Steel products, Manufactured Products, and Construction Materials proposed in the Shop Drawings, Change Orders, and Partial Payment Estimates, and those installed for the Project, comply with Domestic Preference requirements.

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

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to

agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

15.08 *Correction Period*

SC-15.08 Add the following new Paragraph 15.08.G:

- G. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be the number of years set forth in SC-6.01.B.1; or if no such revision has been made in SC-6.01.B, then the correction period is hereby specified to be **[number]** years after Substantial Completion.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 *Arbitration*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Arbitration*

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
- D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.

- E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.
- G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
 - 1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;
 - 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
 - 3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and
 - 4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

17.03 *Attorneys' Fees*

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02. [Note: If there is no Paragraph 17.02, because neither arbitration nor any other dispute resolution process has been specified here in the Supplementary Conditions, then revise this to state "Add the following new Paragraph immediately after Paragraph 17.01" and revise the numbering accordingly].

17.03 *Attorneys' Fees*

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration

panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 18—MISCELLANEOUS

18.08 *Assignment of Contract*

SC-18.08 Add the following new paragraph immediately after Paragraph 18.08.A:

- B. The contract dated **[date]** between Owner as “buyer” and **[identify seller]** as “seller” for procurement of goods and special services (“procurement contract”) **[is hereby] [will be]** assigned to Contractor by Owner, and Contractor **[accepts] [will accept]** such assignment. A form documenting the assignment is attached as an exhibit to this Contract.
1. This assignment will occur on the **[Effective Date of the Contract]**, and will relieve the Owner as “buyer” from all further obligations and liabilities under the procurement contract.
 2. Upon assignment, the “seller” will be a Subcontractor or Supplier of the Contractor, and Contractor will be responsible for seller’s performance, acts, and omissions, as set forth in Paragraph 7.07 of the General Conditions just as Contractor is responsible for all other Subcontractors and Suppliers.
 3. Notwithstanding this assignment, all performance guarantees and warranties required by the procurement contract will continue to run for the benefit of the Owner and, in addition, for the benefit of the Contractor.
 4. Except as noted in the procurement contract, all rights, duties and obligations of Engineer to “buyer” and “seller” under the procurement contract will cease **[upon the assignment to Contractor]**.

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

18.11 *Tribal Sovereignty*

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

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

Article 19 - FEDERAL REQUIREMENTS

19.01 *Agency Not a Party*

A. This Contract is expected to be funded in part with funds provided by Agency. Neither Agency, nor any of its departments, entities, or employees, is a party to this Contract.

19.02 *Contract Approval*

A. Owner and Contractor will furnish Owner's attorney such evidence as required so that Owner's attorney can complete and execute the "Certificate of Owner's Attorney" before Owner submits the executed Contract Documents to Agency for approval. Refer to Certificate of Owner's Attorney and Agency Concurrence provided in these Contract Documents.

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

19.03 *Conflict of Interest*

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

19.04 *Gratuities*

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

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

19.05 *Small, Minority and Women's Businesses*

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

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

19.06 *Anti-Kickback*

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

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

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

19.08 *Equal Employment Opportunity*

A. The Contract is considered a federally assisted construction contract. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal

opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

19.10 Environmental Requirements

A. When constructing a Project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental conditions:

1. Wetlands – When disposing of excess, spoil, or other Construction Materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.
2. Floodplains – When disposing of excess, spoil, or other Construction Materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e.g., alluvial soils on NRCS Soil Survey Maps.
3. Historic Preservation - Applicants shall ensure that Contractors maintain a copy of the following inadvertent discovery plan onsite for review:
 - a. If during the course of any ground disturbance related to any Project, any post review discovery, including but not limited to, any artifacts, foundations, or other indications of past human occupation of the area are uncovered, shall be protected by complying with 36 CFR § 800.13(b)(3) and (c) and shall include the following:
 - i. All Work, including vehicular traffic, shall immediately stop within a 50 ft. radius around the area of discovery. The Contractor shall ensure barriers are established to protect the area of discovery and notify the Engineer to contact the appropriate RD personnel. The Engineer shall engage a

Secretary of the Interior (SOI) qualified professional archeologist to quickly assess the nature and scope of the discovery; implement interim measures to protect the discovery from looting and vandalism; and establish broader barriers if further historic and/or precontact properties, can reasonably be expected to occur.

ii. The RD personnel shall notify the appropriate RD environmental staff member, the Federal Preservation Officer (FPO), and State Historic Preservation Office (SHPO) immediately. Indian tribe(s) or Native Hawaiian Organization (NHOs) that have an interest in the area of discovery shall be contacted immediately. The SHPO may require additional tribes or NHOs who may have an interest in the area of discovery also be contacted. The notification shall include an assessment of the discovery provided by the SOI qualified professional archeologist.

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

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

v. Work may continue in other areas of the undertaking where no historic properties, burial sites, or human remains are present. If the inadvertent discovery appears to be a consequence of illegal activity such as looting, the onsite

personnel shall contact the appropriate legal authorities immediately if the landowner has not already done so.

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

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

4. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.

5. Mitigation Measures – The following environmental mitigation measures are required on this Project: *[Insert mitigation measures from the Letter of Conditions here]*.

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

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

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

A. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or

otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

19.13 *Procurement of recovered materials*

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

19.14 *Domestic Preference*

A. Build America, Buy America Act (BABAA). All Iron and Steel Products, Manufactured Products, and Construction Materials used in this project must comply with the Build America, Buy America Act (BABAA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953. Aggregates such as stone, sand, or gravel do not apply to BABAA.

B. The following waivers apply to this Contract:

1. BABAA *De Minimis*, *Small Grants and Minor Components*
2. [add project specific waivers as applicable].

19.15 *Telecommunications and Video Surveillance Services or Equipment Prohibitions*

A. The telecommunication and video surveillance services and equipment prohibitions under 2 CFR 200.216 apply to this contract. This contract may not be used to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is:

1. *Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such Entities).*
2. *Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).*
3. *Telecommunications or video surveillance services provided by such entities or using such equipment.*
4. *Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.*

EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contractors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			
Key				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version [number] or later			
DWG	Autodesk® AutoCAD .dwg format Version [number]			
DOC	Microsoft® Word .docx format Version [number]			
EXC	Microsoft® Excel .xls or .xml format Version [number]			
DB	Microsoft® Access .mdb format Version [number]			

EXHIBIT B—FORESEEABLE BAD WEATHER DAYS

Month	Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) (1)	Ambient Outdoor Air Temperature (degrees F)	
		Number of Foreseeable Bad Weather Days in Month Based on Low Temperature (at 11:00 a.m.)	Number of Foreseeable Bad Weather Days in Month Based on High Temperature (at 3:00 p.m.)
January	7	10	10
February	7	6	6
March	9	1	1
April	8		
May	8		
June	8		
July	8		
August	7		
September	6		
October	5		
November	6	1	1
December	7	5	5
Notes:			
1. Two inches of sleet equal one inch of rain. Five inches of wet, heavy snow equal one inch of rain. Fifteen inches of “dry” powder snow equals one inch of rain.			

EXHIBIT C—GEOTECHNICAL BASELINE REPORT SUPPLEMENT TO THE SUPPLEMENTARY CONDITIONS

1.01 Definitions

SC-1.01 Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

1. *Geotechnical Baseline Report (GBR)*—The interpretive report prepared by or for Owner regarding subsurface conditions at the Site, and containing specific baseline geotechnical conditions that may be anticipated or relied upon for bidding and contract administration purposes, subject to the controlling provisions of the Contract, including the GBR's own terms. The GBR is a Contract Document.
2. *Geotechnical Data Report (GDR)*—The factual report that collects and presents data regarding actual subsurface conditions at or adjacent to the Site, including Technical Data and other geotechnical data, prepared by or for Owner in support of the Geotechnical Baseline Report. The GDR's content may include logs of borings, trenches, and other site investigations, recorded measurements of subsurface water levels, the results of field and laboratory testing, and descriptions of the investigative and testing programs. The GDR does not include an interpretation of the data. If opinions, or interpretive or speculative non-factual comments or statements appear in a document that is labeled a GDR, such opinions, comments, or statements are not operative parts of the GDR and do not have contractual standing. Subject to that exception, the GDR is a Contract Document.

5.03 Subsurface and Physical Conditions

SC-5.03 Delete Paragraph 5.03 in its entirety and replace with the following:

5.03 Subsurface and Physical Conditions

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

1. those reports of explorations and tests of subsurface conditions at or adjacent to the Site (other than any Geotechnical Data Report or Geotechnical Baseline Report) that contain Technical Data. Such reports are as follows:
 - a. *Report Title*: N/A
 - b. *Date of Report*: N/A
 - c. *Technical Data in report upon which Contractor may rely*: N/A
2. those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data. Such drawings are as follows:
 - a. *Drawings Title*: N/A
 - b. *Date of Drawings*: N/A
 - c. *Technical Data in drawings upon which Contractor may rely*: N/A

3. Contractor may examine copies of reports and drawings identified immediately above that were not included with the Bidding Documents at (N/A) during regular business hours, or may request copies from Engineer, at the cost of reproduction.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph SC-5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data 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 Paragraph 1.01.A.46.b.
- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.
- E. *Geotechnical Baseline Report*
1. This Contract contains a Geotechnical Baseline Report ("GBR"), identified as follows: N/A. This Contract also contains a Geotechnical Data Report (GDR), identified as follows: N/A.
 2. The GBR and GDR are incorporated as Contract Documents. The GBR and GDR are to be used in conjunction with other Contract Documents, including the Drawings and Specifications. If there is a conflict between the terms of the GBR and the GDR, the GBR's terms prevail.
 3. The GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations (referred to here in the Supplementary Conditions as "Baseline Conditions"). These may include ground, geological, groundwater, and other subsurface geotechnical conditions, and baselines of anticipated Underground Facilities or subsurface structures.

4. The Baseline Conditions will be used to assist in the administration of the Contract's differing site conditions clause at locations where subsurface conditions have been baselined. If a condition is baselined in the GBR, then only the pertinent Baseline Conditions will be used to determine whether there is a differing site condition; and no other indication of that condition in the Contract Documents or Technical Data, or of a condition that describes, quantifies, or measures a similar characteristic of the subsurface, will be used for the differing site condition determination.
5. The Baseline Conditions will not be used to make differing site conditions determinations at locations that have not been baselined in the GBR, or at any location with respect to subsurface conditions that the Baseline Conditions do not address. If Underground Facilities or Hazardous Environmental Conditions are expressly addressed in the Baseline Conditions, then comparison to such Baseline Conditions will be the primary means of determining (a) whether an Underground Facility was shown or indicated with reasonable accuracy, as provided in Paragraph 5.05 of the General Conditions, or (b) whether a Hazardous Environmental Condition was shown or indicated in the Contract Documents as indicated in Paragraph 5.06.H of the General Conditions. As indicated in Paragraph SC-5.04 below, the GDR will be the primary resource for differing site conditions determinations in cases in which the GBR is inapplicable.
6. The descriptions of subsurface conditions provided in the GBR are based on geotechnical investigations, laboratory tests, interpretation, interpolation, extrapolation, and analyses. Neither Owner, Engineer, nor any geotechnical or other consultant warrants or guarantees that actual subsurface conditions will be as described in the GBR, nor is the GBR intended to warrant or guarantee the use of specific means or methods of construction.
7. The behavior of the ground during construction depends substantially upon the Contractor's selected means, methods, techniques, sequences, and procedures of construction. If ground behavior conditions are baselined in the GBR, they are based on stated assumptions regarding construction means and methods.
8. The GBR will not reduce or relieve Contractor of its responsibility for the planning, selection, and implementation of safety precautions and programs incident to Contractor's means, methods, techniques, sequences, and procedures of construction, or to the Work.

5.04 *Differing Subsurface or Physical Conditions*

SC-5.04 Delete Paragraph 5.04 in its entirety and replace with the following:

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice:* If Contractor believes that any subsurface condition that is uncovered or revealed at the Site:
 1. differs materially from conditions shown or indicated in the GBR; or
 2. differs materially from conditions shown or indicated in the GDR, to the extent the GBR is inapplicable; or

3. differs materially from conditions shown or indicated in Contract Documents other than the GBR or GDR, to the extent the GBR and GDR are inapplicable; or
4. to the extent the GBR and GDR are inapplicable, is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
5. to the extent the GBR and GDR are inapplicable, is of such a nature as to require a change in the Drawings or Specifications; or
6. to the extent the GBR and GDR are inapplicable, is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

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

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

- a. such condition must fall within any one or more of the categories described in Paragraph SC-5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03 of the General Conditions; and
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph SC-5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment must be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 of the General Conditions governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 of the General Conditions governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs SC-5.03 and SC-5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

WORK CHANGE DIRECTIVE NO.: [Number of Work Change Directive]

Owner: London-Laurel Co. EDA
Engineer: MSE of Kentucky, Inc.
Contractor:
Project: Lily Industrial Park Water, Sewer and Gas Line Extensions
Contract Name: Lily Industrial Park Water, Sewer and Gas Line Extensions
Date Issued: Effective Date of Work Change Directive:
Owner's Project No.:
Engineer's Project No.:
Contractor's Project No.:

Contractor is directed to proceed promptly with the following change(s):

Description:

[Description of the change to the Work]

Attachments:

[List documents related to the change to the Work]

Purpose for the Work Change Directive:

[Describe the purpose for the change to the Work]

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

☐ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ _____ [increase] [decrease] [not yet estimated].
Contract Time: _____ days [increase] [decrease] [not yet estimated].

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By:

Title:

Date:

CHANGE ORDER NO.: [Number of Change Order]

Owner:	London-Laurel Co. EDA	Owner's Project No.:
Engineer:	MSE of Kentucky, Inc.	Engineer's Project No.:
Contractor:		Contractor's Project No.:
Project:	Lily Industrial Park Water, Sewer and Gas Line Extensions	
Contract Name:	Lily Industrial Park Water, Sewer and Gas Line Extensions	
Date Issued:	Effective Date of Change Order:	

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

Description:

[Description of the change]

Attachments:

[List documents related to the change]

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

Accepted by Contractor

By: _____

Title: _____

Date: _____

Authorized by Owner _____ Approved by Funding Agency (if applicable) _____

By: _____

Title: _____

Date: _____

FIELD ORDER NO.: [Number of Field Order]

Owner:	London-Laurel Co. EDA	Owner's Project No.:
Engineer:	MSE of Kentucky, Inc.	Engineer's Project No.:
Contractor:		Contractor's Project No.:
Project:	Lily Industrial Park Water, Sewer and Gas Line Extensions	
Contract Name:	Lily Industrial Park Water, Sewer and Gas Line Extensions	
Date Issued:	Effective Date of Field Order:	

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

[Description of the change to the Work]

Attachments:

[List documents supporting change]

Issued by Engineer

By: _____

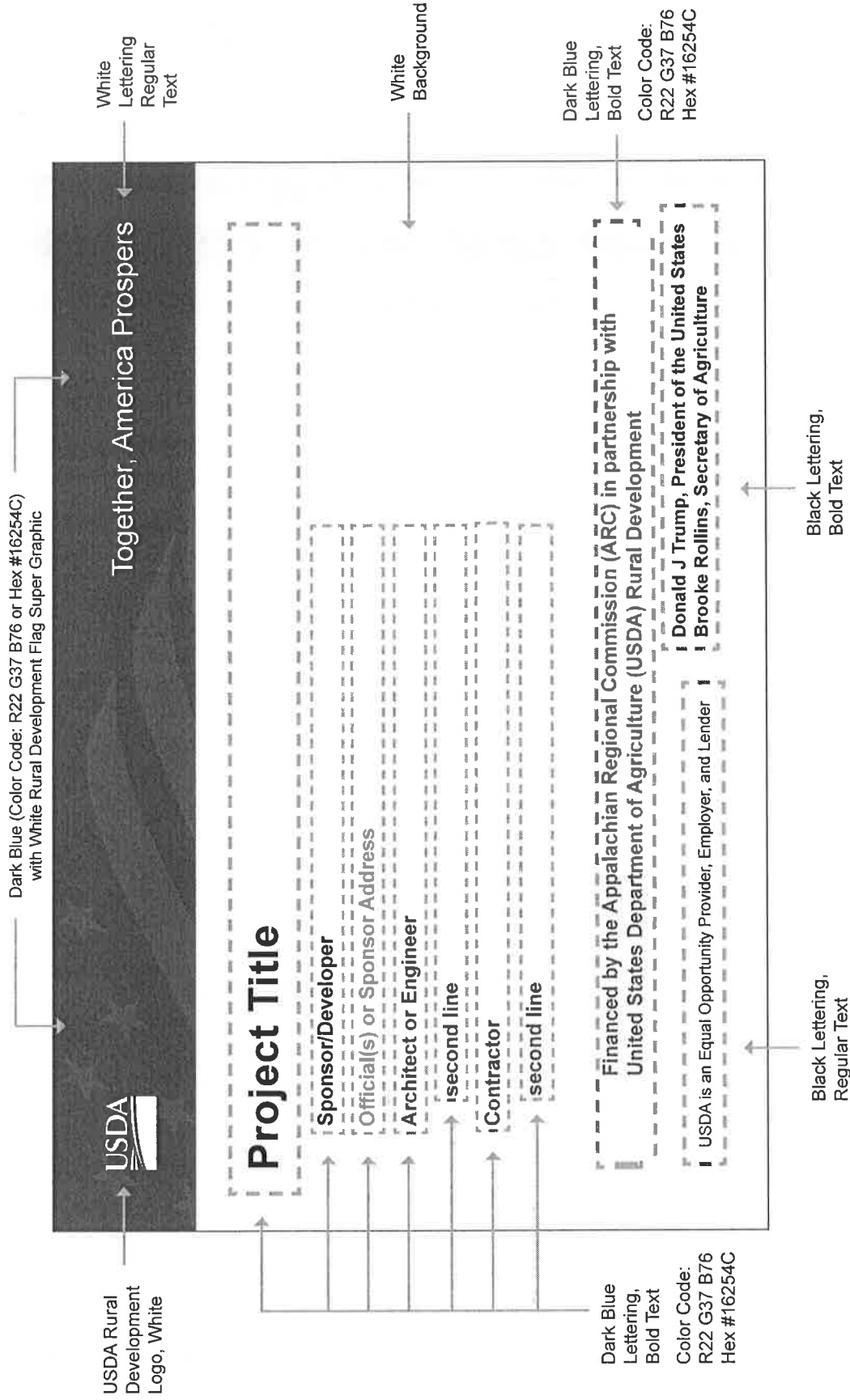
Title: _____

Date: _____

CDBG Project Sign

Temporary Construction Sign for Rural Development Projects

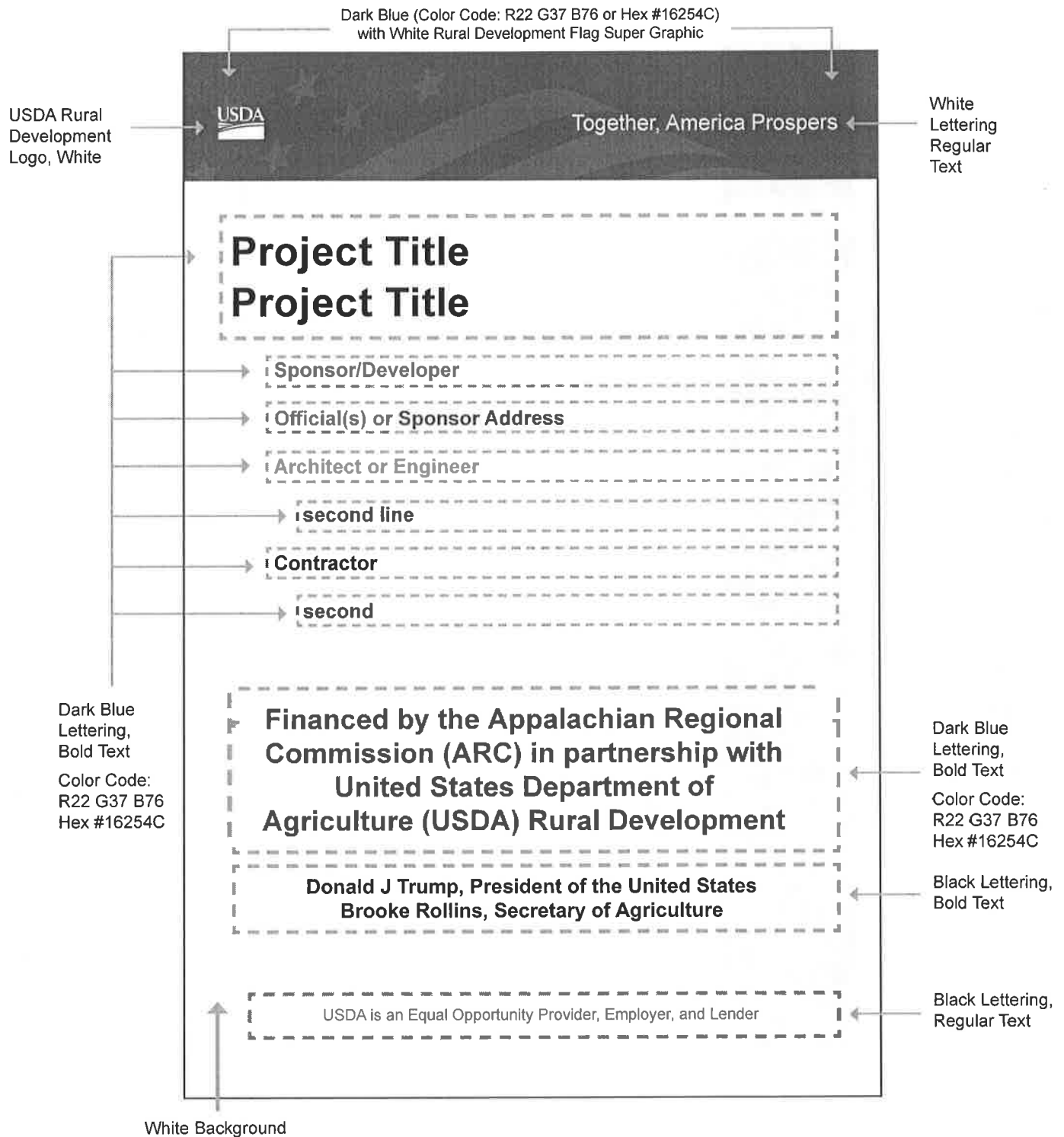
Recommended Font: Arial



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

Temporary Construction Sign for Rural Development Projects

Recommended Font: Arial



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

Davis-Bacon Wage Rates

"General Decision Number: KY20250058 05/16/2025

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

|_____||_____||

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

* CARP0064-007 04/01/2025

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

ELEC0369-004 09/04/2024

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

ENGI0181-010 07/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 40.05	19.10
GROUP 2.....	\$ 37.19	19.10
GROUP 4.....	\$ 36.87	19.10

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 08/01/2024		
	Rates	Fringes
IRONWORKER (Reinforcing & Structural)		
Projects over		
\$20,000,000.00.....	\$ 35.75	26.34
Projects under		
\$20,000,000.00.....	\$ 34.01	24.83

LAB00189-014 07/01/2024		
	Rates	Fringes
LABORER		
Concrete Saw (Hand		
Held/Walk Behind).....	\$ 24.21	18.58
Concrete Worker.....	\$ 23.96	18.58

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.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

<https://www.dol.gov/agencies/whd/government-contracts>.

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

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.

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END OF GENERAL DECISION"

RD Requirements



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

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

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE

DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

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

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

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

(name)

(date)

(title)

oOo

ATTACHMENT A.3 – SAMPLE LANGUAGE FOR CONTRACTOR'S CERTIFICATION
OF COMPLIANCE

**ATTACHMENT A.3 – SAMPLE LANGUAGE FOR CONTRACTOR'S
CERTIFICATION OF COMPLIANCE**

Notes to User:

1. *This attachment provides sample language that the Contractor can use to certify compliance with the Build America Buy America Act (BABAA) requirements. The language can be modified.*

Modification Example: If the project is subject to AIS, the BABAA reference should be replaced with language such as "American Iron and Steel (AIS) requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 and subsequent annual appropriations for WWD programs."

2. *The certification should be on letterhead and should be signed and dated by an authorized company representative.*

3. *A certification is to be provided by Contractor to Engineer for delivery to the Owner and Agency prior to final payment.*

Project Name

Owner / Applicant

Contract Number

I hereby certify, that to the best of my knowledge and belief, all Iron and Steel products, Manufactured Products, and Construction Materials installed for this project by my company and by any and all subcontractors and Manufacturers my company has contracted with for this project comply with the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953 or are the subject of a waiver approved by the Secretary of Agriculture or designee.

Name of Contractor Authorized Representative
Contractor Company Name
Contractor Address

Date

RUS Bulletin 1780-26

ATTACHMENT A.4 – SAMPLE LANGUAGE FOR MANUFACTURER'S
CERTIFICATION OF COMPLIANCE

**ATTACHMENT A.4 – SAMPLE LANGUAGE FOR MANUFACTURER'S
CERTIFICATION OF COMPLIANCE**

Notes to User:

1. *This attachment provides sample language for the Manufacturer's Certification of Compliance with Domestic Preference requirements.*
2. *Contractor should ensure that Engineer has an approved Manufacturers' Certification prior to any domestic preference item being delivered to the project site.*
3. *The Manufacturer's Certification must be on letterhead and should indicate the specific item being certified, reference which domestic preference requirement is being certified, and be signed by an authorized company representative.*
4. *The Manufacturer's Certification may include multiple domestic preference requirements. It is important for the governing domestic preference requirement (whether AIS, BABAA or other) to be clearly included within the certification.*

Date:

Company Name:

Company
Address:

Subject: Domestic Preference Requirement Certification for {Owner's Name and Project Name (City, State)}, and Contract Number

I hereby certify that the following product(s) and / or material(s) shipped or provided for the subject project are in full compliance with the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953.

[List common name of items, products and/or materials]

These products and/or materials were manufactured in [Provide location(s) of manufacturing]

[Include signature of authorized representative]

CERTIFICATE OF OWNER’S ATTORNEY AND AGENCY CONCURRENCE

CERTIFICATE OF OWNER’S ATTORNEY

PROJECT NAME:

CONTRACTOR NAME:

I, the undersigned, _____, the duly authorized and acting legal representative of _____, do hereby certify as follows: I have examined the attached Contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements is adequate and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Name

Date

AGENCY CONCURRENCE

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative

Date

Name

SECTION 01005 - ADMINISTRATIVE PROVISIONS

PART 1 - GENERAL

1.1 Requirements Included

- A. Title of Work, and Type of Contract.
- B. Work Sequence.
- C. Applications for Payment
- D. Coordination.
- E. Field Engineering.
- F. Reference Standards.

1.2 Work Covered by Contract Documents

- A. Work of this Contract comprises construction of water, sewer and gas line extensions for the London-Laurel County Economic Development Authority, Owner.

1.3 Contract Method

- A. Construct the Work under a single unit price contract.

1.4 Work Sequence

- A. Coordinate construction schedule and operations with Engineer.

1.5 Applications for Payment

- A. Submit five copies of each application under procedures of Section 01300 on Application for Payment form supplied by the Engineer.
- B. Content and Format: That specified for Schedule of Values in Section 01300.

1.6 Coordination

- A. Coordinate work of the various Sections of Specifications to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items installed later.

- B. Verify characteristics of elements of interrelated operating equipment are compatible; coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

1.7 Field Engineering

- A. Provide field engineering services; establish grades, lines, and levels, by use of recognized engineering survey practices.
- B. Control datum for survey is shown on Drawings. Locate and protect control and reference points.

1.8 Reference Standards

- A. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. The date of the standard is that in effect as of the Bid date except when a specific date is specified.
- C. Obtain copies of standards when required by Contract Documents. Maintain copy at job site during progress of the specific work.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

End of Section

SECTION 01200 - PROJECT MEETINGS

PART 1. GENERAL

1.1 Requirements Included

- A. Contractor participation in pre-construction conferences, progress meetings, pre-final inspection and final inspection.
- B. Contractor administration of pre-installation conferences and pre-final inspection.

1.2 Related Requirements

- A. Section 01300 - Submittals: Progress Schedules.
- B. Section 01300 - Submittals: Shop drawings, product data, and samples.
- C. Section 01400 - Quality Control.
- D. Section 01700 - Contract Close-out: Project record documents.
- E. Section 01700 - Contract Close-out: Operation and maintenance data.

1.3 Pre-construction Conferences

- A. Engineer will administer pre-construction conference for execution of Owner-Contractor Agreement and exchange of preliminary submittals.

1.4 Progress Meetings

- A. Attend progress meetings.
- B. Review of Work progress, status of progress schedule and adjustments thereto, delivery schedules, submittals, maintenance of quality standards, pending changes and substitutions, and other items affecting progress of Work.

1.5 Pre-installation Conferences

- A. When required in individual specification Section, convene a pre-installation conference prior to commencing work of the Section.
- B. Require attendance of entities directly affecting, or affected by, work of the Section.
- C. Review conditions of installation, preparation and installation procedures, and coordination with related work.

1.6 Pre-final Inspection

- A. When work is substantially complete, convene a pre-final inspection.
- B. Require attendance of Owner, Engineer and funding agency officials.
- C. Review installation, cleanup and operation of work.
- D. Review record drawings, operation and maintenance materials, and other close-out documents.

SECTION 01200 - PROJECT MEETINGS

1.7 Final Inspection

A. When punch list work is complete, attend a final inspection.

B. Review completion of punch list items.

PART 2. PRODUCTS

Not Used

PART 3. EXECUTION

Not Used

End of Section

SECTION 01300 - SUBMITTALS

PART 1. GENERAL

1.1 Requirements Included

- A. Procedures.
- B. Construction Progress Schedules.
- C. Shop Drawings.
- D. Product Data.
- E. Manufacturer's Instructions.
- F. Manufacturer's Certificates.
- G. Record Drawings.

1.2 Related Requirements

- A. Section 01005 - Administrative Provisions: Applications for Payment.
- B. Section 01400 - Quality Control: Testing laboratory reports.
- C. Section 01400 - Quality Control: Manufacturers' field service reports.
- D. Section 01700 - Contract Close-out: Close-out submittals.

1.3 Procedures

- A. Deliver submittals to Engineer at address listed on cover of Project Manual.
- B. Identify Project, Contractor, major supplier; identify pertinent Drawing sheet and detail number, and Specification Section number, as appropriate. Identify deviations from Contract Documents. Provide space for Contractor and Engineer review stamps.
- C. Submit initial progress schedule in duplicate within 15 days after date established in Notice to Proceed. After review by Engineer revise and resubmit as required. Submit revised schedule with each second Application for Payment, reflecting changes since previous submittal.
- D. Comply with progress schedule for submittals related to Work progress. Coordinate submittal of related items.
- E. After Engineer review of submittal, revise and resubmit as required, identifying changes made since previous submittal.
- F. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.

1.4 Construction Progress Schedules

- A. Submit horizontal bar chart or network analysis system using the critical path method, showing complete sequence of construction by activity, identifying work of separate stages and other logically

SECTION 01300 - SUBMITTALS

grouped activities. Show projected percentage of completion for each item of Work as of time of each Application for Progress Payment.

B. Show submittal dates required for shop drawings, product data, and samples, and product delivery dates.

1.5 Shop Drawings

A. Submit the number of copies which Contractor requires, plus two copies which will be retained by Engineer.

1.6 Product Data

A. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to the Work.

B. Submit the number of copies which Contractor requires, plus two copies which will be retained by Engineer.

1.7 Manufacturer's Instruction

A. When required in individual Specification Section, submit manufacturer's printed instructions for delivery, storage, assembly, installation, startup, operation, maintenance, adjusting, and finishing, in quantities specified for product data.

1.8 Record Drawings

A. Maintain accurate records of any variations between the work actually provided and that shown on the Contract Drawings. The representation of such variations shall conform to standard drafting practice and shall include such supplementary notes, legends and details as may be necessary for legibility and clear portrayal of the construction.

B. Submit one copy of all such records to the Engineer.

PART 2. PRODUCTS

Not Used

PART 3. EXECUTION

Not Used

End of Section

SECTION 01400 - QUALITY CONTROL

PART 1. GENERAL

1.1 Requirements Included

- A. General Quality Control.
- B. Workmanship.
- C. Manufacturer's Instructions.
- D. Manufacturer's Certificates.
- E. Manufacturers' Field Services.

1.2 Related Requirements

- A. Document 00700 - General Conditions: Inspection and testing required by governing authorities.
- B. Section 01005 - Administrative Provisions: Applicability of specified reference standards.
- C. Section 01300 - Submittals: Submittal of Manufacturer's Instructions.

1.3 Quality Control, General

- A. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

1.4 Workmanship

- A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. Perform work by persons qualified to produce workmanship of specified quality.
- C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

1.5 Manufacturer's Instructions

- A. Comply with instructions in full detail, including each step in sequence. Should instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

1.6 Manufacturer's Certificates

- A. When required by individual Specifications Section, submit manufacturer's certificate, in duplicate, that products meet or exceed specified requirements.

1.7 Manufacturer's Field Services

- A. When specified in respective Specification Sections, require supplier or manufacturer to provide qualified personnel to observe field conditions, conditions of surfaces and installation, quality of workmanship, startup of equipment, test, adjust and balance of equipment as applicable, and to make appropriate recommendations.

SECTION 01400 - QUALITY CONTROL

B. Representative shall submit written report to Engineer listing observations and recommendations.

PART 2. PRODUCTS

Not Used

PART 3. EXECUTION

Not Used

End of Section

SECTION 01420 - INSPECTION OF THE WORK

PART 1. GENERAL

1.1 The Engineer's Duties

It is not the Engineer's function to supervise or direct the manner in which the work under this Contract is carried on or conducted.

The Engineer is not responsible for construction means, methods, techniques, sequences, or procedures, nor for safety precautions and programs in connection with the work.

The Engineer will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.

1.2 The Contractor's Duties

The Contractor shall perform no work in the absence of the Engineer or his assistants, without prior approval.

The Contractor shall use no material of any kind until it has been inspected and accepted by the Engineer.

The Contractor agrees that any method or procedure, which in the opinion of the Engineer does not achieve the required results or quality of the work specified, shall be discontinued immediately upon the order of the Engineer.

The Contractor shall remedy all materials or workmanship found at any time to be defective or not of the quality required by the Plans and Specifications, regardless of previous inspection of the materials and workmanship.

The Engineer's inspection does not relieve the Contractor from any obligation to perform the work specified, strictly in accordance with the Drawings and Specifications. Any work not so constructed shall be removed and made good by the Contractor free of all expense to the Owner.

Upon completion, the Contractor shall have Record Drawings and certified as to their completeness and correctness by the Resident Inspector and delivered to the Engineer for incorporation in the Drawings.

At Contract close-out, deliver Record Documents to the Engineer for the Owner.

Accompany submittal with transmittal letter in duplicate, containing:

Date. Project title and number. Contractor's name and address. Title and number of each Record Document. Signature of the Contractor or his authorized representative.

PART 2. PRODUCTS

Not Used.

PART 3. EXECUTION

Not Used.

End of Section

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1. GENERAL

1.1 Requirements Included

- A. Barriers
- B. Protection of Installed Work.
- C. Security.
- D. Water Control.
- E. Cleaning During Construction.
- F. Project Identification.

1.2 Related Requirements

- A. Section 01005 - Administrative Provisions: Work sequence. Contractor use of premises.
- B. Section 01700 - Contract Close-out: Final cleaning.

1.3 Barriers

- A. Provide as required to prevent public entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide barricades and covered walkways as required by governing authorities for public rights-of-way and for public access to existing building.

1.4 Protection of Installed Work

- A. Provide temporary protection for installed products. Control traffic in immediate area to minimize damage.

1.5 Cleaning During Construction

- A. Control accumulation of waste materials and rubbish; periodically dispose of off-site.

1.6 Project Identification

- A. Provide Project identification sign of wood frame and exterior grade plywood construction, painted with required design and colors. List title of Project, names of Owner, Engineer, Contractor.
- B. Erect on site at location established by Engineer.

1.7 Removal

- A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary facilities.

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 2. PRODUCTS

Not Used

PART 3. EXECUTION

Not Used

End of Section

SECTION 01700 - CONTRACT CLOSE-OUT

PART 1. GENERAL

1.1 Requirements Included

- A. Close-out Procedures.
- B. Project Record Documents.
- C. Operation and Maintenance Data.
- D. Warranties and Bonds.
- E. Spare Parts and Maintenance Materials.

1.2 Related Requirements

- A. Document 00700 - General Conditions: Fiscal provisions, legal submittals, and other administrative requirements.
- B. Section 01500 - Construction Facilities and Temporary Controls: Cleaning during construction.

1.3 Close-out Procedures

- A. Comply with procedures stated in General Conditions of the Contract for issuance of Certificate of Substantial Completion.
- B. When Contractor considers Work has reached final completion, submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's inspection.
- C. In addition to submittals required by the conditions of the Contract, provide submittals required by governing authorities, and submit a final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.
- D. Engineer will issue a final Change Order reflecting approved adjustments to Contract Sum not previously made by Change Order.

1.4 Project Record Documents

- A. Store documents separate from those used for construction.
- B. Keep documents current; do not permanently conceal any work until required information has been recorded.
- C. At Contract close-out, submit documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor.

1.5 Operation and Maintenance Data

- A. Provide data for pump stations.
- B. Submit two sets prior to final inspection, bound in 8-1/2 x 11 inch (216 x 279 mm) three-ring side binders with durable plastic covers.

SECTION 01700 - CONTRACT CLOSE-OUT

1.6 Warranties and Bonds

A. Provide duplicate, notarized copies. Execute Contractor's submittals and assemble documents executed by subcontractors, suppliers, and manufacturers. Provide table of contents and assemble in binder with durable plastic cover.

B. Submit material prior to final application for payment. For equipment put into use with Owner's permission during construction, submit within 10 days after first operation. For items of Work delayed materially beyond Date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

1.7 Spare Parts and Maintenance Materials

A. Provide products, spare parts, and maintenance materials in quantities specified in each Section, in addition to that used for construction of Work. Coordinate with Owner, deliver to project site and obtain receipt prior to final payment.

PART 2. PRODUCTS

Not Used

PART 3. EXECUTION

Not Used

End of Section

SECTION 01720 - PROJECT RECORD DOCUMENTS

PART 1. GENERAL

1.1 Work Included

The Contractor shall maintain at the site for the Owner one record copy of:

- A. Drawings.
- B. Specifications.
- C. Addenda.
- D. Change orders and other modifications to the Contract.
- E. Engineer field orders or written instructions.
- F. Approved shop drawings, product data and samples.
- G. Field test records.

1.2 Related Requirements

- A. Section 01200 - Project Meetings
- B. Section 01340 - Shop Drawings, Product Data and Samples
- C. Section 01500 - Construction Facilities and Temporary Controls

1.3 Recording

- A. Each document shall be labeled "PROJECT RECORD" in large printed letters.
- B. Record information shall be kept current with construction progress.

1.4 Submittals

- A. Sketches showing the "Record" information shall be provided monthly to the Engineer and submitted with the partial pay request.
- B. Upon completion, the Contractor shall have Record Drawings and certified as to their completeness and correctness by the Resident Inspector and delivered to the Engineer for incorporation in the Drawings.
- C. At Contract close-out, the Contractor shall deliver Record Documents to the Engineer for the Owner.
- D. The Contractor shall accompany the submittal with a transmittal letter containing:
 - 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. Title and number of each Record Document.
 - 5. Signature of the Contractor or his authorized representative.

SECTION 01720 - PROJECT RECORD DOCUMENTS

PART 2. PRODUCTS

Not Used.

PART 3. EXECUTION

Not Used.

End of Section

SECTION 02100 - EROSION CONTROL

PART 1. GENERAL

1.1 Work Included

Submit KPDES Notice of Intent (NOI) and all follow-up information. Take responsibility for locating, furnishing, installing, and maintaining temporary sediment and erosion control best management practices for earth disturbing activity areas and developing a Best Management Practices (BMP) Plan using good engineering practices as required by the Kentucky Pollutant Discharge Eliminating System (KPDES) Permit. Make and record inspections of BMPs and areas as required by the KPDES Permit. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other Federal, State or Local agencies, adhere to the more restrictive laws, rules, or regulations.

1.2 Related Work

- A. Section 02110 - Site Clearing
- B. Section 02200 - Earth and Rock Work
- C. Section 02936 - Seeding

PART 2. PRODUCTS

Not used

PART 3. EXECUTION

As the permittee, submit the KPDES Notice of Intent (NOI) form to the Division of Water. Additionally, delegate in writing to Manager, KPDES Branch, who will have signature authority for reports. Provide the Engineer a copy of the NOI and a BMP Plan to represent and warrant compliance with the Kentucky Division of Water (KDOW) KPDES Permit, related rules, and specifications prior to starting work.

Locate, furnish, install, and maintain temporary sediment and erosion control best management practices (BMP) to represent and warrant compliance with the Clean Water Act, (33 USC Section 1251 et seq.), the 404 permit, the 401 Water Quality Certification, local government agency requirements, and other related rules and permits until the project has a formal release issued.

Provide the Engineer a copy of all weekly and rainfall event inspections as they are completed. Ensure all reports are signed by the delegated authority. keep a current BMP Plan and all inspection records available for public inspection as required by the KPDES Permit.

These provisions survive the completion and/or termination of the contract. The following provisions must be followed:

1. Take full responsibility and make all corrections when a governmental agency or a local governmental authority finds a violation of the above noted requirements; that the BMPs are incomplete; that the BMP Plan is incomplete; or that the implementation of the BMP Plan is not being performed correctly or completely.
2. Make payment to the Owner for the full amount, within 10 Calendar Days of notification, when a governmental agency or a local governmental authority furnishes an assessment, damage judgment or finding, fine, penalty, or expense for a violation of the above noted requirements; the BMPs being incomplete; or the BMP Plan being incomplete or its implementation not being performed correctly or completely. The Owner may withhold the amount of money requested for the above from the next pay estimate and deliver that sum to the governmental agency or local governmental authority issuing the assessment, damage judgment or finding, fine, penalty or expense.

SECTION 02100 - EROSION CONTROL

3. Indemnify and hold harmless the Department, and reimburse the Department for any assessments, damage judgment or finding, fine, penalty, or expense as a result of the failure of performing this portion of the Contract. The Owner may withhold the amount of any assessments, damage judgments or finding, fine, penalty or expense from the next pay estimate.
4. The Owner will find the Contract in default if a governmental agency or a local governmental authority furnishes a stop work order for any of the following: a violation of the above noted requirements, that the BMPs are incomplete, that the BMP Plan is incomplete, that the implementation of the BMP Plan is not being performed correctly or completely.
5. When the Owner or any government regulatory agency finds a violation of the above noted requirements, or that the BMPs are incomplete, or that the BMP Plan is incomplete or that the implementation of the BMP Plan is not being performed correctly or completely, correct and mitigate the conditions within 48 hours of notification by the Owner or regulatory agency. Failure to correct non-compliant site conditions will result in the Owner applying a penalty of \$500 per day until corrective actions are completed.

Upon completion of the project, provide the Engineer with a copy of the submitted KPDES Notice of Termination (NOT) form. Retain all records for 3 years or provide them to the Engineer for retention.

End of Section

SECTION 02610
TECHNICAL SPECIFICATIONS
TRENCHING AND WATER LINE INSTALLATION

PART 1 - GENERAL

The CONTRACTOR shall furnish all labor, materials and equipment to install the water lines as shown on the plans and as specified herein.

The water lines may be pressure-rated plastic pipe (PVC), municipal plastic pipe (MPVC), cast iron (CI), ductile iron (DI), or river crossing pipe, all as specified hereinafter. The bid documents shall show the amounts of each type and class of pipe to be provided by the CONTRACTOR.

The OWNER will obtain all rights-of-way for operations through private property. It will also secure building permits and the permits for all pipe laid in highway rights-of-way. Any charges for inspection or other fees required will be the responsibility of the CONTRACTOR since the amounts of these are dependent upon the operation of the CONTRACTOR.

PART 2 - HAULING AND STORAGE

The CONTRACTOR shall notify the ENGINEER when pipe will be received on the job so that proper arrangements may be made for inspecting the unloading and stringing, as well as inspecting and examining the pipe materials.

The CONTRACTOR will be required to deliver all equipment and other materials and place same as and where required for installation. Care must be exercised in the handling of all materials and equipment and the CONTRACTOR will be held responsible for all breakage or damage to same caused by his workmen, agents, or appliances for handling or moving. Pipes and other castings shall in no case be thrown or dropped from cars, trucks, or wagons to the ground, but shall be lowered gently and not allowed to roll against or strike other castings and unyielding objects violently. Pipe and other castings may be distributed at places that will not interfere with other building operations and unloaded, or yarded and distributed as required, as the CONTRACTOR may elect.

Valves, castings, fabricated metal, reinforcing steel, etc., shall be yarded or housed in some convenient location by the CONTRACTOR and delivered on the ground as required. All equipment and materials subject to damage from the weather, dampness, changes in temperature, or exposure shall be protected by a dry, weatherproof enclosure until ready for installation or use. The cost of all hauling, handling, and storage shall be included in the prices bid for equipment and materials in place. The OWNER takes no risk or responsibility for fire, flood, theft, or damage until after the final acceptance of the work.

PART 3 - LINES AND GRADES

The location of all new pipelines are shown on the plans. The ENGINEER will assist the CONTRACTOR in marking such locations in the field. The CONTRACTOR will be required to accomplish any detailed layout, including that required for establishing the grade of the pipeline.

PART 4 - TRENCH EXCAVATION

4.01 General

The CONTRACTOR shall include in his unit price bid, all trenching necessary for installation of all pipelines as planned and specified. Trenching shall include all clearing and grubbing, including all weeds, briars, small trees, stumps, etc., encountered in the trenching. The CONTRACTOR shall dispose of any such material by burning, burial, or hauling away (or as noted on the drawings), at no extra cost to the OWNER. It shall be the CONTRACTOR's responsibility to notify the appropriate state and local air pollution control agencies when he conducts open burning of refuse. Ornamental shrubs shall be removed, protected and replanted. Trenching also includes such items as minor street, road, sidewalk, pipe and small creek crossings; cutting, moving or repairing damage to fences, poles, or gates and other surface structures regardless of whether shown on the plans.

The CONTRACTOR shall protect existing facilities against danger or damage while pipeline is being constructed and backfilled, or from damage due to settlement of this backfill. In case of damage to any existing

structures, repair and restoration shall be made at once and backfill shall not be replaced until this is done. In all cases, restoration and repair shall be such that the damaged structures will be in as good condition and serve its purpose as completely as before and such restoration and repair shall be done without extra cost to the OWNER. The use of trench-digging machinery will be permitted except where its operation will cause damage to trees, buildings or existing structures above or below the ground. At such locations hand methods shall be employed to avoid damage. All excavated material shall be piled in a manner that will not endanger the work and will avoid obstructing sidewalks and driveways. Gutters shall be kept clear or other satisfactory provisions shall be made for street drainage.

All excavation shall be open trenches, except where the drawings call for tunneling, boring, or jacking under structures, railroads, sidewalks and roads. The construction procedure for these types of excavation is described elsewhere in these specifications.

4.02 Clearing

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

4.03 Trench Depth

Trenches shall be excavated to the line and grade required for the installation of pipe at the elevations indicated on the plans. The minimum depth of cover shall be 30 inches above the top of the pipe, unless shown otherwise on the plans or on the Standard Details. When the pipe is laying in or on solid rock, the minimum depth of cover shall also be 30 inches above the top of the pipe. No additional compensation will be made for extra depth where required by the plans or due to CONTRACTOR error. Excavation, except as required for exploration, shall not begin until the proposed work has been staked out. Materials which are not required for backfill and site grading shall be removed and disposed of as directed by the ENGINEER. Hauling, bedding and backfilling shall be considered incidental to the various bid items and will not be paid for directly. Excavation shall be of sufficient depth to allow the piping to be laid on the standard pipe bedding in accordance with the Article 4.7 of this section. The trenches shall be excavated to a minimum of six (6) inches below the bottom of the pipe barrel in rock. In all cases where lines are under traffic, a minimum cover of thirty-six (36) inches shall be provided. Should it be necessary to avoid existing utilities, culverts, outlets, or other structures, the water line shall be carried deeper at no additional expense to the OWNER.

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

4.04 Trench Width

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

MINIMUM TRENCH WIDTH IN EARTH AND PAY WIDTH FOR ROCK EXCAVATION

<u>Size</u>	<u>Width</u>	<u>Size</u>	<u>Width</u>
Up to 4" Pipe	1' - 6"	15" Pipe	2' - 8"
6" Pipe	2' - 0"	16" Pipe	3' - 0"
8" Pipe	2' - 0"	18" Pipe	3' - 0"
10" Pipe	2' - 4"	20" Pipe	3' - 2"
12" Pipe	2' - 6"	21" Pipe	3' - 4"
14" Pipe	2' - 6"	24" Pipe	3' - 8"

4.05 Shoring, Sheet piling and Bracing of Excavation

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

4.06 Removal of Water

The CONTRACTOR shall provide adequate removal of all water and the prevention of surface water from entering the excavation. The CONTRACTOR shall maintain dry conditions within the excavations until the backfill is placed. No additional compensation will be paid for replacement and/or stabilization of prepared excavations due to flooding and/or deterioration from extended exposure. All water pumped or drained from the excavation shall be disposed of in a suitable manner without damage to adjacent property or to other work under construction.

4.07 Bedding of Pipeline

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

4.7.1. Stable Earth Foundation

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

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

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

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

As an alternative to the above method, excavation in earth may be undercut to a depth below the required invert elevation that will permit laying the pipe on a bed of granular material or finely graded select earth to provide continuous support for the pipe barrel. Bedding depth shall be as shown on the plans.

All cast iron or ductile iron lines 4 inches above in size will be installed using the undercutting method and a crushed stone bedding in accordance with the Standard Details. The crushed stone bedding is not a separate pay item and shall be included as incidental expense in the unit price for the pipe bid per foot of pipe. Cast iron or ductile iron lines less than 4 inches may be installed using the undercutting method and earth refill.

4.7.2. Trenches in Rock

All installation in rock will utilize the undercutting method. Bedding will be with 6 inches crushed stone as shown in the Standard Details. The only exception to this will be with PVC, copper, or galvanized iron pipe 4

inches in diameter or smaller. These may be bedded on 6 inches of evenly spread earth backfill.

4.7.3. Unstable Trenches

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

4.7.4. Smooth Trench Beds

In installations where a smooth trench bed on grade with no irregularities is required, the CONTRACTOR shall use a notched wood plank or similar device to check the bed before each length of pipe is laid. Plank shall be at least 4 feet longer than the laying length of pipe being installed.

4.08 Pavement Removal

Pavement removal shall be as indicated on the plans or directed by the ENGINEER. When so required, or when directed by the ENGINEER, only one-half (½) of the street crossings or road crossings shall be excavated before placing temporary bridges over the side excavated, for the convenience of the traveling public. All backfilled ditches shall be maintained in such a manner that they will offer no hazard to the passage of traffic. The convenience of the traveling public and the property owners abutting the improvements shall be taken into consideration. All public or private drives shall be promptly backfilled or bridged at the direction of the ENGINEER. Pavement replacement shall be in accordance with Section AC of these specifications. Excavated materials shall be disposed of so as to cause the least interference and in every case the disposition of excavated materials shall be satisfactory to the ENGINEER.

4.09 Traffic Maintenance

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

4.10 Solid Rock Excavation

The method for payment for solid rock excavation is provided in the Bid. Rock excavation and trenching in earth may be combined into a single "unclassified" bid and no extra payment for rock shall be made in this case. Where provision is made for extra compensation solid rock excavation is defined as the removal of materials of one-half (½) cubic yard or more in one location through the use of explosives. Boulders which can be moved economically without explosives; decomposed, shattered, or weathered rock; pavement; and shale rock will not be included when rock excavation is encountered. The CONTRACTOR shall notify the ENGINEER for the purpose of obtaining an accurate survey of rock excavation required before blasting is done. No payment will be made for rock excavation which is not inspected by the ENGINEER. Whenever blasting is necessary, ample precautions shall be taken to prevent accidents to life and property from flying rock or debris by either covering the trench or excavating with heavy timbers, or mats or by using other suitable means. The CONTRACTOR should refer to the blasting requirements contained in Section AC of these specifications. Any damages to pipelines of this or other contractors or to any structures caused by blasting done under this contract shall be repaired promptly by the CONTRACTOR at

his expense and to the satisfaction of the ENGINEER.

4.10.1. Where applicable, the basis for payment for rock excavation shall be computed by multiplying the average depth of rock strata by the length of strata and by the width of trench used. The maximum allowable pay width of trench is determined from Paragraph 4.4 of these specifications. Measurements of strata depth will be from top of strata to six (6) inches below the bottom of pipe barrel when the pipe is laid in accordance with these specifications. Rock excavations below the minimum grades, unless authorized by the ENGINEER, will be at the CONTRACTOR's expense. The depth measurements will be taken at each end of the strata and at 25 foot intervals. The length of the strata will be the distance between intersections of the bottom of the trench with each end of the strata.

4.10.2. Unclassified excavation by trenching includes removal of all rocks, earth, boulders, masonry, hidden concrete, etc. There will be no extra payment for rock excavation in pipeline trenches of any kind where unclassified excavation is specified. All excavation costs shall be included in the unit price for the contract.

4.11 Maintenance of Flow of Drains and Sewers

Adequate provision shall be made for the flow of sewers, drains and water courses encountered during construction. Any structures which are disturbed shall be satisfactorily restored by the CONTRACTOR.

4.12 Interruption of Utility Services

No valve, switch or other control on any existing utility system shall be operated for any purpose by the CONTRACTOR without approval of the ENGINEER and the Utility. All consumers affected by such operations shall be notified by the CONTRACTOR as directed by the ENGINEER and utility before the operation and advised of the probable time when service will be restored.

4.13 Fencing

Where water supply line is being constructed in fields where stock is being grazed, CONTRACTOR shall provide temporary fence as approved by the ENGINEER around open trenches to prevent stock from falling in trenches. Where trenching operations should isolate grazing stock from their source of water, CONTRACTOR will either provide temporary bridging over trench or else provide water for such stock.

Where trench crosses near sound existing corner posts and existing fence is in good condition, fence may be taken loose, rolled back and stored until pipeline is completed at this point, then replaced by stretching tightly and thoroughly stapling. Additional posts will be provided and additional new fence shall be provided when it is necessary to place the fence crossed by the water line in a condition equal to existing fence before water line was constructed.

Where it is necessary to cut existing fence, new end posts shall be installed on each side of the water line and the old fence thoroughly stapled to these new posts before cutting. After pipeline is completed at this point, a new fence of galvanized wire (No. 9 gauge with No. 11 filler wires) shall be stretched between these new end posts and thoroughly stapled to existing posts and any new intermediate posts necessary to provide a good fence. Replacement of fences shall be on a replacement in-kind basis, and shall be considered incidental to laying of the lines and any additional cost shall be included in the unit price bid per lineal foot of pipe.

PART 5 - PIPE AND FITTINGS

5.01 Polyvinyl Chloride Rigid Pipe and Fittings

This specification cover rigid, pressure-rated, polyvinyl chloride pipe and fittings, hereinafter called PVC pipe and PVC fittings, for sizes ½ inch through 12 inch.

5.1.1. PVC Pipe

PVC pipe shall be extruded from Type 1, Grade 1, polyvinyl chloride material with a hydrostatic design stress of 2000 PSI for water at 73.4 degrees Fahrenheit, designated as PVC 1120, meeting ASTM Specifications D-1784 for material and D-2241 for pipe, latest revisions. Pipe shall also meet all applicable provisions of the Product Standards and shall bear the National Sanitation Foundation (NSF) seal of approval in compliance with NSF Standard No. 14. PVC pipe having a maximum hydrostatic working pressure of 160 psi (SDR26), 200 psi (SDR21), 250 psi (SDR17), or 315 psi (SDR13.5) shall be used as shown in the Bid Documents and Plans.

Samples of pipe and physical and chemical data sheets shall be submitted to the ENGINEER for review

and determination of compliance with these specifications before pipe is delivered to job. The pipe shall be homogeneous throughout and free from cracks, holes, foreign inclusions or other defects.

The workmanship, pipe dimensions and tolerances, outside diameters, wall thickness, eccentricity, sustained pressures (ASTM D-1598), burst pressures (ASTM D-1599), flattening, extrusion quality (ASTM D-2152), marking and all other requirements of the Product Standard PS 22-70 shall be conformed with in all respects. No pipe 2 inches in diameter or larger with a wall thickness less than 0.090 inches may be used.

Pipe shall be furnished in 20 foot or 40 foot lengths. The pipe may be double plain end or with bell on one end. Male ends of pipe must be beveled on the outside. Pipe shall have a ring painted around the male end or ends in such a manner as to allow field checking of setting depth of pipe in the socket. This requirement is made to assist construction superintendents and inspectors in visual inspection of pipe installation.

Pipe must be delivered to job site by means which will adequately support it, and not subject it to undue stresses. In particular, the load shall be so supported that the bottom rows of pipe are not damaged by crushing. Pipe shall be unloaded carefully and strung or stored as close to the final point of placement as is practical. Pipe must not be exposed to the direct rays of the sun for an extended period of time. If pipe is not to be installed shortly after delivery to the job site, it stored in a shaded location and strung as needed.

5.1.2. PVC Pipe Jointing

Pipe shall be joined with slip-type joints with rubber gaskets. Pipes with bells shall have all part of the bell, including the gasket groove, made from the same extruded piece, integral with the pipe, and shall be thickened to meet standard dimension ratios of wall thickness to outside diameter. The gasket groove shall be constructed such that gasket roll-out will not occur. Rubber gasket shall conform to ASTM 1869. The pipe manufacturer shall have an experienced representative on the job for a minimum of one day at the commencement of joining and laying operations. Joint lubricant shall be of a type recommended by the manufacturer for their pipe subject to the ENGINEER's approval. Lubricant shall be water soluble, non-toxic and have no objectionable properties.

5.1.3. PVC Couplings

Where PVC couplings are used, they shall be of the same material as the pipe and may be of the molded, or extruded type. PVC couplings shall have a minimum rating of 200 psi for continuous operation at 73.4 degrees F. Ductile iron fittings are required for Class 250 PVC installations.

5.1.4. Fittings

5.1.4a. Cast Iron

Cast or ductile iron mechanical joint type fittings with appropriate adapters may be used with PVC pipe. All such fittings shall be approved by the pipe manufacturer, and complete data sent to the ENGINEER, including the manufacturer's approval, for review. Fittings shall comply with AWWA C-110 or C-111 and shall be manufactured for the size and pressure class of the line on which they are used. Use of transition gaskets will not be allowed unless specifically approved by the pipe manufacturer.

5.1.4b Payment

The cost of fittings, rings and all associated connecting costs for all fittings shown on the plans shall be included in the unit cost per foot of pipe. Payment for extra PVC or cast iron fittings not shown on the plans but requested or approved by the ENGINEER shall be at fitting cost plus \$4.00 per inch of largest nominal fitting diameter.

5.1.5. Service Connections

All service connections on PVC lines shall be made by means of tees, factory tapped couplings, or bronze service clamps manufactured specifically for use with PVC pipe, with Mueller threads, Mueller Catalog No. H-134 or approved equal. Whenever possible, corporation stops shall be installed in plastic lines before conducting hydrostatic tests. Service lines shall have the same pressure rating as its main line. The specifications for Copper and PVC service lines are contained else where in this section.

5.02 Municipal Polyvinyl Chloride (MPVC) Pressure Pipe

This specification covers the requirements for AWWA approved Polyvinyl Chloride Pressure Pipe for water supply and distribution systems.

5.2.1. MPVC Pipe

MPVC pipe shall meet the requirements of AWWA C900-75, latest revision, "Standard for Polyvinyl Chloride (PVC) Pressure Pipe, 4" through 12" for Water" and shall be furnished in cast iron pipe equivalent outside diameters with rubber-gasketed separate couplings.

MPVC pipe and couplings shall be made from Class 12454-A or Class 12454-B virgin compounds as defined in ASTM D-1784. The standard code designation shall be PVC 1120. The PVC compounds shall be tested and certified as suitable for potable water products by the NSF Testing Laboratory and shall carry the NSF approval marking.

Solvent-cement couplings or joints shall not be used. PVC joints using elastomeric gaskets shall be tested as assembled joints and shall meet the laboratory performance requirements specified in ASTM D-3139.

Pipe and couplings shall be pressure Class 100, DR 25 (Dimension Ratio), pressure Class 150, DR 18, or pressure Class 200, DR 14 as shown on the plans or the bid form.

Pipe and couplings shall be marked as follows:

- a. Nominal size and OD base.
- b. Material code designation (PVC 1120).
- c. Dimension ratio number.
- d. AWWA pressure class.
- e. AWWA designation number (AWWA C900).
- f. Manufacturers name or trade-mark and production record code.
- g. Seal of the NSF Laboratory.

Pipe and couplings shall meet or exceed the following test requirements:

<u>Sustained Pressure</u>	<u>ASTM D-1598 (1000 Hrs.)</u>
<u>DR</u>	<u>Sustained Pressure</u>
14	650 psi
18	500 psi
25	350 psi
<u>Burst Pressure</u>	<u>ASTM-1599 (60-70 seconds)</u>
<u>DR</u>	<u>Minimum Burst Pressure</u>
14	985 psi
18	755 psi

Hydrostatic Integrity - Each standard and random length of pipe shall be proof-tested at four times its rated class pressure for a minimum of 5 seconds. Bells or couplings shall be tested with pipe.

Flattening - The pipe shall not split, crack, or break when tested by the parallel-plate method as specified by ASTM D-2241.

Extrusion quality - The pipe shall not flake or disintegrate when tested by the acetone-immersion method as specified in ASTM D-2241.

Standard length - Pipe shall be furnished in standard laying lengths of 20 ft. + 1 in. A maximum of 15 percent of each pipe size may be furnished in random lengths of not less than 10 feet each.

5.2.2. MPVC Pipe Jointing

Pipe shall be joined with slip-type joints with rubber gaskets. Procedures shall be as recommended by the manufacturer and as described for PVC pipe in this section.

5.2.3. Fittings

Fittings for municipal PVC shall be cast-iron or ductile iron only. Either mechanical joints may be used. Fittings shall be manufactured for the size and pressure class of the line on which they are used and shall comply with AWWA C-110 or C-111.

5.2.4. Service Connections

Service connections shall be made by means of bronze service clamps manufactured specifically for use with municipal PVC pipe. Clamps shall be Mueller Catalog No. 11-161 or approved equal.

5.03 Cast Iron Pipe

These specifications cover cast iron pipe 3 inch diameter and greater to be used in water transmission systems with mechanical joints, rubber ring slip type joints or flanged joints.

5.3.1. General - Gray cast iron pipe shall be designed in accordance with AWWA H1, (ASA A21.1) and for pressures and conditions as stated in these specifications.

Cast iron pipe shall be centrifugally cast and conform to AWWA C-106 for metal molds and C-108 for sand-lined molds. Mechanical joints shall conform to AWWA Specification C-111 (ASA A21.11.)

5.3.2. Metal Design Strength-

Minimum Bursting Tensile	21,000 psi
Minimum Modulus of Rupture	45,000 psi
Maximum Modulus of Elasticity	10 million psi

5.3.3. Minimum Nominal Thickness

The specific wall thickness will be determined for the given internal and external loading requirements in accordance with ASA Specification A21.1 (AWWA H1). The class of pipe required will be shown on the plans and/or bid documents. All pipe used for potable water service shall be cement-lined.

5.3.4. Lengths

Pipe may be furnished in 12, 16, 16 ½, 18 or 20 feet nominal laying lengths.

5.3.5. Tests

Hydrostatic and acceptance tests shall be in accordance with AWWA Specification C-106 for "Cast Iron Pipe Centrifugally Cast in Metal Molds" or C-108 for sand molds. The ENGINEER shall be provided with five (5) copies of each of the following tests for each contract involved:

- Talbot strip test.
- Ring and full length bursting tests.
- Chemical analysis of pipe.
- Certification that pipe was hydrostatically tested.

Any pipe not meeting the AWWA Specifications quoted above shall be rejected in accordance with the procedure outlined in the particular specification.

5.3.6. Marking

The net weight, class or nominal thickness and sampling period shall be marked on each pipe.

5.3.7. Pipe Joints for Gray Iron Pipe

Pipe joints shall be mechanical joint, rubber ring slip joint, flanged, or locked mechanical joint as specified in Section IX.

Mechanical joints are to be furnished according to AWWA Specifications C-III. All pipe joints must be furnished complete with all accessories. Mechanical joint bolts and nuts shall be of alloy cast iron or alloy steel

(Corten type such as U.S. Alloy) or approved equal. Rubber gaskets shall be made of plain first grade rubber, free of imperfections and porosity. Hardness shall be 70 to 75 durometer.

Rubber ring slip joints shall be equal to AWWA C-111-64 or latest revision. The joints shall be of the following materials:

5.3.7a. Rubber ring gasket compressed in groove in bell of pipe.

5.3.7b. Beveled spigot end of pipe for initial centering into rubber gasket in bell.

Locked mechanical joints shall be equal to Clow Corporation's "Locked Mechanical Joint".

All items used for jointing pipe shall be furnished with the pipe and tested before shipment. The joints shall be made with tools and lubricant in strict conformity with the manufacturer's instructions. Three (3) copies of such instruction shall be delivered to the ENGINEER at start of construction.

5.3.8. Lining and Coating Gray Iron Pipe

All cast iron pipe for water service shall be bituminous coated outside and cement lined with seal coat on the inside per the above specifications. Cement mortar lining and bituminous seal coat inside shall conform to ANSI 21.4.-64 (AWWA C-104-71).

5.3.9. Mechanical Joint, Rubber Ring Slip and Flanged Joints Fittings

Cast iron mechanical, rubber ring slip and flanged joints shall conform to ASA Specifications A21.10 (AWWA C-110) for centrifugally cast iron water pipe. Mechanical joints shall also conform in all respects to ASA 21.11 (AWWA C-111). Fittings shall be manufactured for the size and pressure class of the pipeline in which they are to be used. Fittings shall be bituminous coated outside and lined on the inside same as the line on which they are installed.

5.3.10. Cast Iron Flanged Pipe and Special Coupling

5.3.10a. Flanged Pipe

All cast iron flanged pipe shall have flanges faced and drilled, 125 pound in accordance with ASA A21.10 (AWWA C-110) unless otherwise specified. Flanges may be cast integrally with the pipe or they may be screwed on specially designed long hub flanges, refaced across both face of flange and end of pipe. Flanged pipe shall be in accordance with ASA A21.6 (AWWA C-106) Specifications, latest revisions, and be the class called for on the plans or bid forms. Where plain ends of flanged and plain end pipe fit into mechanical joint bells, centrifugally cast pipe shall be used. Flanged pipe for water service shall be cement lined and bituminous coated the same as written herein for bell-joint pipe.

5.3.10b. Special Coupling

Flexible couplings for flanged pipe shall be a mechanical joint cast to a special flanged joint using a neoprene O-ring in place of the usual 1/16 inch rubber ring gasket. The mechanical bell and special flanged joint piece shall be of high grade gray cast iron (ASTM A48-56), AWWA C-100-54T) with bolt circle, bolt size and spacing or ASA Specifications. Mechanical joint follower flange shall be of ductile iron ASTM A399 or malleable iron ASTM A47, Grade 35018 or 32510, latest revision, with high strength/weight ratio design.

Bolts shall be fine grained high tensile malleable iron with malleable iron hexagon nut. Stainless steel nuts shall be used in vaults and wet wells. Where pressures may exceed 20 pounds, anchor studs shall be included with spigots of pipes connected drilled to receive ends of studs.

5.4. Ductile Iron Pipe

These specifications cover ductile iron pipe (3 inch diameter and greater) to be used in water transmission systems with mechanical joints, rubber ring slip joints or flanged joints.

5.4.1. General

Ductile iron pipe shall be designed in accordance with AWWA 113 (ASA A21.50) and for pressures and conditions as stated in these specifications or called for on the plans. Ductile cast iron pipe shall conform to AWWA C-151 (ASA A21.51).

5.4.2. Minimum Nominal Thickness

The specified thickness will be determined for the given internal and external loading requirements in accordance with ASA A21.50. The class of pipe, wall thickness, and coatings required will be shown on the plans or the bid form for all ductile iron pipe installation. Ductile iron pipe will normally be class 2 for fill depths up to 16 feet and pipe diameters up to 12 inches.

5.4.3. The requirements for cast iron pipe shall also apply to ductile iron pipe with regard to lengths, tests, marking, joints, fittings, and lining or coatings. All ductile iron pipe used for potable water service shall be cement-lined and bituminous coated as specified for cast-iron pipe.

5.05 Copper Pipe and Fittings

These specifications govern the use of copper pipe where it is required for interior or exterior use.

5.5.1. Inside, Rigid with Solder Joint Connections

Small piping inside structures shall consist of standard copper tubing for water; Type "L" for general plumbing purposes. All fittings shall be "solder joint connection" cast or wrought bronze for water service for inside diameter of pipe size given. All stops, valves, hose bibs, and unions shall be made with same joints or threaded inside pipe standard, and be of brass or copper. Use 95-5 tin-antimony solder for "solder joints".

5.5.2. Outside, Underground Tubing with Compression Joints

Small piping in the ground shall be of standard soft copper tubing for water service pipe, ASTM Specifications B-88, Type "K", with bronze fittings, stops, and valves having compression connections for flared copper tubing.

5.06 Galvanized Threaded Steel Pipe and Galvanized Threaded Malleable Fittings

Galvanized threaded steel pipe shall be equal to "National" standard galvanized pipe in strength, coating, chemical and physical properties, threads and thickness, as manufactured by the National tube Company, Pittsburgh, Pennsylvania. Fittings shall be equal to Crane's standard malleable galvanized iron fittings in case of pressure lines and Crane's cast iron threaded drainage fittings in case of drains. Cast iron pipe may be substituted for galvanized pipe where authorized by the ENGINEER.

5.07 Black Steel Pipe

Pipe for natural or bottle gas service shall be black steel pipe, Schedule 40, threaded connections for use inside buildings. It is to be coated with "Trucoat" or equal when used outside in ground.

5.08 Threaded or Welded Steel Air and Gas Pipe

Air piping shall be beveled for welding or, upon the ENGINEER's approval, be threaded and coupled. In either case, pipe 3 inches and over shall be seamless or electric weld type. Pipe less than 3 inches may be seamless, steel butt weld, or electric weld type. All air or gas pipe installed under this contract shall comply with the latest revision of ASTM Specification A-53, Grade "B" for air, and American Petroleum Institute Standards 5 L, for gas, latest revision, as applicable to the threaded or welded joint pipe. Threaded steel pipe shall be furnished with couplings "handling tight".

5.8.1. Manufacturer's Stamp and API Monogram

Each length of pipe installed under this contract shall be stamped or marked with manufacturer's name, type of pipe, pipe length and API monogram.

5.8.2. Weights, Dimensions and Test Pressures

All piping installed under this contract shall conform to the following minimum specification:

<u>Nominal Size, Inches</u>	<u>Wall Thickness, Inches</u>	<u>Weight Lb./Ft.</u>	<u>Test Pressure psi, Minimum</u>
1	0.133	1.68	700
¼	0.140	2.27	1100
½	0.145	2.72	1100
2	0.154	3.65	1100
3	0.216	7.58	1100
4	0.237	10.79	1300
6	0.280	18.97	1300

5.09 River Crossing Pipe

River crossing pipe shall be Clow Ball Joint Pipe, or equal. Pipe shall meet all provisions of ASA Specifications A-21.6. Pipe bells and glands shall be 70-50-05 ductile iron with suitable rubber sealing gaskets.

5.10 Polyethylene Plastic Pipe

Polyethylene plastic pipe for use as service lines in water distribution systems shall have copper tube size outside diameter, meeting ASTM D-2737. Pipe shall rated for 200 PSI working pressure unless a higher rating is called for in the plans. Pipe shall meet all applicable provisions of the Commercial Standards and shall bear the National Sanitation Foundation (NSF) seal of approval. Polyethylene connections shall be made by compression fittings only.

PART 6 - PIPE LAYING

6.01 General

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

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

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

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

When pipe laying is not in progress, the open ends of pipe shall be closed by approved means to prevent entrance of trench water into the line. Whenever water is excluded from the interior of the pipe, adequate backfill

shall be deposited on the pipe to prevent floating. Any pipe which has floated shall be removed from the trench and re-laid as directed by the ENGINEER. No pipe shall be laid in water or on frozen trench bottom or whenever the trench conditions or the weather are unsuitable for such work.

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

6.02 Laying Cast Iron Pipe or Ductile Iron Pipe

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

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

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

Cast iron or ductile iron pipe four (4) inch diameter and larger, shall be laid on an evenly spread and compacted crushed stone cushion four (4) inches deep above bottom of trench uniformly supporting the pipe. Six (6) inches of crushed stone bedding shall be used in rock. When cast iron or ductile iron pipe less than four (4) inch diameter is used, granular compacted earth may be substituted for crushed stone. Sufficient space (limited to 2 feet longitudinally) shall be left out of 4 or 6 inch custom for tightening of bolts where bolted joints are used. No pipe shall be laid resting on rock, blocking, or other unyielding objects. Jointing before placing in trench, and subsequent lowering of more than one section jointed together may be allowed, subject to the ENGINEER's approval and direction.

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

Where this type of pipe is required the joints shall be made as described in this paragraph. After placing a length of pipe on the prepared grade in the trench, the yarning material shall be held around the bottom of the spigot end of the next length so that it will enter the bell of the previously laid pipe as the pipe is shoved into position. The spigot shall be centered there with earth carefully tamped under and on each side of it, excepting at the bell holes. Care shall be taken to prevent dirt from entering the joint space. Two or more joints of pipe shall be in place ahead of each joint before it is poured. Yarning material for bell and spigot joints shall be rubber rings, or treated paper rope. Joint material for bell and spigot pipe, unless otherwise shown on the drawings, shall be of the sulfur compound type "Leadite", "Mineralead", or approved equal. Jute shall not be used for joint material. Yarning material shall be thoroughly caulked into the joint to ensure centering of the spigot and within the bell and prevent loss of molten joint material into the interior of the pipe, but in no event shall a depth of less than 2-1/2 inches be left for the joint compound. Each length of material shall be such as to pass completely around the pipe and provide a lap of two inches. Joint compound shall be heated in accordance with the directions of the manufacturer, care being taken to prevent under and over heating and burning. Joints shall be run with the aid of a runner and metal pouring gate thoroughly clayed to the pipe to prevent the molten compound from breaking out of the joint. Each joint shall be run full to the top of the pouring gate in one continuous pour. Material contained in the pouring gate when it is cut free from the joint may be reused. No joint shall be run in a wet trench and no water shall be allowed to come in contact with the joint until it is thoroughly hardened. If, upon inspection by the ENGINEER, imperfect joints are disclosed, the compound shall be cut out or otherwise removed and the joint re-run.

6.03 Laying Plastic Pipe

The trench bottom must be smooth and uniform and the alignment must conform with the plans. Bedding and cover as specified herein and shown in the Standard Details is required.

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

Where good bedding conditions are attained, PVC pipe smaller than four inches may be assembled outside the trench in longer sections (as conditions allow) and then lowered into the trench. At any time when improper bedding is discovered or the pipe is severely deflected the pipe will be removed from the trench and the condition corrected. Pipe in sizes 4 inch and above may be assembled outside the trench but must be lowered into the trench as each joint is assembled. Regardless of installation methods of couplings must be inspected after laying in trench for proper insertion and alignment. Field cuts and bevels will be allowed in accordance with the manufacturer's recommendations for these operations.

A new reference mark shall be installed before joining any field cut pipe. The same requirements for clearance from rock or other objects, thrust blocking and deflections shall apply to PVC pipe as for other pipe materials. Municipal PVC pipe of all sizes must be assembled in the trench in strict accordance with the manufacturer's requirements.

6.04 Installing Flanged or Threaded Pipe and Fittings

The CONTRACTOR shall clean off all rust and dirt and paint all threads with red lead, before assembling. This pipe shall be installed by skilled pipe men, with flanges and pipes plumb and level, showing no leakage. Unions shall be included to allow for the taking down of all runs of pipes. All valve operating devices shall be in locations and of types shown on the plans. They shall be accurately plumbed, leveled, supported and braced for smooth operation.

6.05 Installing Copper Pipe and Fittings

Exterior copper pipe shall be laid of Type K pipe, with compression fittings. Joints shall be neatly reamed and flared and joints drawn up firmly. Pipe shall have at least 30-inch cover under regrade. Joints shall be tested before backfilling and all leakage stopped.

Interior pipe shall be installed of Type L copper, with sweat joint fittings. Pipe shall be tested and all leaks stopped. Pipe shall show no dents or bends. Sweat joints shall present a neat appearance. Pipe shall be parallel to walls, floors and ceilings with unions near beginning of all runs and branches. Pipe shall be secured to walls and ceiling by clamps and hangers manufactured for the purpose. Strap hangers are not acceptable. Unions and valves shall be placed on each outlet to facilitate dismantling and shutting off.

Wherever copper pipes pass through walls or floors, they shall have wrought or cast iron sleeves, so that they may be removed. See "Standard Details" in the plans for detailed specifications on joints to walls and floors. Pipes passing through structural beams shall be placed as near as possible to bottoms of floor slabs in the center of the span. Copper pipe must be installed by an experienced plumber.

Yard hydrants must be installed by the CONTRACTOR, in locations shown on the drawings. Care shall be exercised to obtain true vertical setting with exposed portions as near uniform as practicable. In excavating for yard hydrants, a hole at least 1 foot square must be dug to a depth of at least 12 inches below grade of pipe trench. This hole must be immediately below hydrant and filled with broken stone to a depth of 18 inches from bottom of hole. The excavation below bottom of yard hydrant shall be omitted where rock is encountered and 1-1/2 cubic feet of crushed rock backfill about the base of the hydrant will be used.

There shall be installed ahead of water outlet on all plumbing and water lines 1-1/2 inches and smaller in size, an all brass gate valve and a union between the valve and outlet connection or fixture.

6.06 Thrust Blocking and Anchorage

All angles or bends in the pipeline, either vertical or horizontal, shall be braced or anchored against the tendency of movement with concrete thrust blocking per the Standard Details, or approved equivalent joint harness or anchors to the satisfaction of the ENGINEER. Where joint harness is used, all component parts shall be stainless steel. Concrete thrust blocking or joint harness materials shall be considered incidental to the expense of installing the line and shall be included in the unit price bid for the pipeline. No separate payment will be made for these items.

Thrust blocks for plastic pipe will not be attached to couplings. Where thrust blocks are used for extra fittings ordered by the ENGINEER, payment shall be made using the bid price for Class "E" concrete and the thrust block dimensions shown in the Standard Details. This payment shall cover all work required for extra thrust blocks.

6.07 Testing Pressure Lines

The CONTRACTOR will be required to test all pipelines and appurtenances with water at pressure class of pipe installed. The pipe shall be slowly filled with water, care being taken to expel all air from the pipes. If necessary, the pipe shall be tapped at high points to vent the air. Pressure at least equal to 150 PSI (or the operating pressure if higher) as measured at the point of lowest elevation shall be applied for not less than one hour and all pipes, fittings, valves, hydrants and joints shall be carefully examined for defects or leakage. Any observed leakage shall be corrected.

The pipe pressure must be held at 150 PSI for one hour before beginning the test for leakage. No pipe shall be accepted unless or until the leakage, determined by this test, is less than 10 U.S. gallons over 24 hours, per mile, per inch nominal diameter of pipe. The leakage test shall be applied to the pipe for a period of not less than 4 hours.

The test shall be made between valves as far as practical in sections of pipe approximately 1,000 to 3,000 feet in length as may be directed by the ENGINEER and shall, in general, be made within twelve working days of the completion of each section of line.

To determine the rate of leakage, the CONTRACTOR shall, as required, furnish a suitable pump, pressure gauge and water meter or other appliance for measuring the amount of water pumped. The instrument used to measure leakage shall be tested for accuracy as frequently as directed by the ENGINEER. The CONTRACTOR shall furnish all necessary labor and materials to make the test and to perform any work incidental thereto.

Where it is impractical to test between the valves, the CONTRACTOR shall as directed, at his own expense and cost, temporarily place caps and plugs on the lines and test sections of the new line.

Wherever practicable, corporations stops and service lines shall be installed before testing. If these items are installed after the main is tested, then a visual inspection of the tap and service line must be permitted while under pressure before backfilling service line.

Where any section of the main is provided with concrete reaction blocking, the hydrostatic pressure test shall not be made until at least five days have elapsed after the concrete reaction blocking was installed. If high early strength cement is used in the reaction blocking, the hydrostatic pressure test shall not be made until at least two days have elapsed.

Should there be leakage over the allowable amount, the CONTRACTOR will be required to locate and repair the leaks and retest the section. It is suggested, but not required, that the CONTRACTOR have a geophone (underground listening device) on the job at the time of testing.

If the leakage of the section of pipeline being tested is below the allowable amount, but leakage is obvious in the opinion of the ENGINEER, due to water at the surface of the ground, or by listening the leak can be heard

underground with a geophone, or any other means of determining a leak, the CONTRACTOR will be required to repair these leaks.

The CONTRACTOR shall furnish a meter or suction tank, pipe test plugs and by-pass piping and make all connections for conducting the above tests. The pumping equipment used shall be centrifugal pump, or other pumping equipment which will not place shock pressures on the pipeline. Power plunger or positive displacement pumps will not be permitted for use on closed systems for any purpose.

Inspection of pipe laying shall in no way relieve the CONTRACTOR of the responsibility for stopping leakage or correcting poor workmanship.

6.08 Backfilling

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

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

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

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

Coarse sand backfill shall be spread in layers not over 4 inches thick and thoroughly compacted. Sand may be moistened to aid compaction.

Where local conditions permit, pavement shall not be placed until 30 days have passed since placing backfill. Crushed stone as specified for roads and parking areas and sidewalks or their bases shall be placed and compacted to the top of trench. Backfill shall be maintained easily passable to traffic at original ground level, until acceptance of project or replacement of paving or sidewalks. CONTRACTOR should refer to Section AC of these specifications for procedures to be followed in replacing pavement.

Where the final surfacing is to be crushed stone, compacted earth backfill may be used in the trench to

within 6 inches of the top as shown in the Standard Details.

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

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

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

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

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

The CONTRACTOR shall be responsible for clean-up, grading, seeding, sodding or otherwise restoring all areas that he disturbs within the work limits of other contractors on this project.

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

6.09 Tie-Ins to Existing Pipelines

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

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

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

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

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

The CONTRACTOR shall be responsible for any damage to the existing system and any such damage shall be repaired to the satisfaction of the ENGINEER at the CONTRACTOR's expense.

The CONTRACTOR shall verify, by field inspection, the necessary sizes, lengths and types of fittings needed for each inter-connection. Typical connections are shown on the plans and any modifications or changes shall be subject to the approval of the ENGINEER. The exact length of the proposed water main needed for this work shall also be determined by field measurement as required. The probing required to locate existing mains is not a separate pay item.

6.10 Pipe Entering Structures

Cast iron, steel, or PVC pressure pipe, 4-inch diameter or larger, entering structure below original earth level, unsupported by original earth for a distance of more than six (6) feet, shall be supported by Class E concrete, where depth of such support does not exceed three (3) inches in accordance with the Standard Details. All other pressure pipe entering buildings or basins below original earth level, which have more than 3 feet span between wall and original earth and having a cover of more than 24 inches of earth, or under roadway, shall be supported as shown on Standard Detail drawings, in order to prevent breakage from settlement of backfill about the structure. Concrete and reinforcing steel for such supports are to be included in the unit price of work to which it is subsidiary, and not as extra concrete. Pipe entering structures shall have flexible joint within 16 inches of exterior of structure.

6.11 Ownership of Old Materials

6.11.1 Pipe

Unless otherwise indicated, all existing pipe that is to be abandoned that interferes with construction or is easily removed shall become the property of the CONTRACTOR. All pipe that is not easily removed or not required to be removed as a result of the new construction, shall be abandoned in place by the CONTRACTOR.

6.11.2 Pipe Line Fittings and Appurtenances

All pipeline fittings, valves, hydrants and other like appurtenances that are removed as a result of a new construction shall be removed by the CONTRACTOR but shall become the property of the OWNER. All such fittings and appurtenances shall be delivered to a point by the CONTRACTOR. Said point shall be on the OWNER's property and shall be designated by the ENGINEER.

6.11.3 Other Material

All other material or items that are to be removed, demolished, or abandoned as a part of this contract shall become the property of the CONTRACTOR and shall be disposed of by him.

PART 7 - MEASUREMENT AND PAYMENT

Payment for supplying, transporting and storing pipe, trenching, standard bedding, pipe installation, thrust-blocking, testing, backfilling, disinfection, seeding, crop damage, regular stream crossings, clean-up, tie-ins to other structures and other incidental items in this section shall be made on the basis of the unit price per lineal foot for the type and size of pipe installed. Payment will include all those items not specifically covered by another proposal. Pipe will be measured along the centerline of the pipe as installed with no deduction for valves and fittings.

Extra cast iron pipe fittings used with any type of pipe material where not shown on the plans and required by the ENGINEER will be paid for on the basis of the unit price per pound. The basis of weights will be those shown by the Clow Corporation. Otherwise, fittings shall be include unit price for pipe.

Where thrust blocks are installed for extra fittings, they shall be paid for on the basis of the Class "E" concrete unit price bid and the thrust block dimensions shown in the Standard Details. All other thrust blocks shall be included in the unit price bid for pipe installed.

Rock excavation if extra payment allowed, will be paid for on a cubic yard basis in accordance with these specifications for rock which must be blasted for removal. The estimating procedure is described elsewhere in these specifications. If trenching is bid "Unclassified", payment for any and all rock excavation must be included in the CONTRACTOR's unit price bid for pipe installed.

Service lines where required between the center of main line and 4 feet from the near side of the meter setter will be paid for under the appropriate unit price for the type and size of service line required regardless of open cut road crossings or other crossings involved. Where service lines are bored or jacked with no casing or with casing a unit price bid is established.

End of Section

SECTION 02611
TECHNICAL SPECIFICATIONS
INSTALLATION OF WATER LINE ACCESSORIES

PART 1 - GENERAL

The CONTRACTOR is to supply and install all valves, hydrants, blowoffs and other equipment at the locations shown on the plans in complete accordance with these specifications.

PART 2 - GATE VALVES (THREE INCHES AND LARGER)

2.01 Underground

All underground gate valves shall be iron body, bronze-mounted non-rising stem, tar-coated outside and suitable for working water pressures of 200 PSI. Valves shall be of standard manufacture and of the highest quality both of materials and workmanship and shall conform to the latest revision of AWWA Specification C-500. Valves shall be furnished with bell, flanged or mechanical joint end connections suitable for connection to the pipe with which they are to be used.

Underground valves shall be nut operated, unless otherwise shown on the plans. CONTRACTOR shall furnish three standard stem iron wrenches for turning nut operated valves. All underground valves which have nuts deeper than 30 inches below the top of valve box shall have extended stems with nuts located within 2 feet of valve box cap.

The valve maker is to supply the ENGINEER, through the bidder, within one week after award is made, complete catalogs or other material giving complete details and dimensions of valves and accessories. The ENGINEER's approval shall be received by manufacturer prior to shipment of materials.

2.02 Housed

Gate valves, 3" and larger, for fabricated pipe systems shall be double-disc, parallel seat-type, iron body, flanged, fully bronze mounted with O-ring seals, tar-coated outside and suitable for working water pressures of 150 PSI. Valves shall be of standard manufacture and of the highest quality both of materials and workmanship and shall conform to the latest revision of AWWA Specification C-500. Unless otherwise shown on the plans, all housed gate valves shall be O. S & Y. Unless otherwise shown on the plans, all housed valves and valves in basins shall be handwheel operated. Handwheels shall have not less than the following diameters:

<u>Size Valves</u>	<u>Diameter</u>
3"	8"
4"	10"
6"	12"
8"	14"
10"	16"
12"	18"
14"	20"
16"	22"
18"	24"

Valve stand handwheels and handwheels on extended stems, shall have the same minimum diameters as those shown for handwheels directly on valves. Extension stems for O. S & Y valves shall be non-rising, with clamp to valve handwheel and hollow shaft for rising stem of valve, with adjustable cast iron guides per each ten (10) feet of extensions stem length. All extension stems shall be connected with suitable coupling castings for connection to and removal from valves and stands. Nuts and bolts on all extensions stem connections shall be stainless steel.

PART 3 - GATE VALVES (2-1/2" AND SMALLER)

Gate valves 2-1/2" and smaller to be installed in fabricated pipe systems shall be bronze body with handwheel. They shall have inside I.P. threads and be suitable for a minimum water working pressure of 150 PSI. Valves shall have a solid wedge gate.

Underground 2-1/2" and smaller gate valves shall be iron body, bronze mounted, double-disc, parallel seat, having bronze faces and disc rings, with wedge mechanism simple and direct. They shall be similar in all other ways to the larger valves.

PART 4 - CHECK VALVES

4.01 Mechanical

Check valves shall be swing gate type. All check valves shall be standard iron body with straightway passage of full pipe area when swing gate is open. The valve shall be of the outside lever weight-operating type with an adjustable closure rate. The valve must be tight seating and must operate without hammer or shock. The seat ring or lining must be renewable. The valve should be bronze-mounted and may contain a rubber or neoprene lining in accordance with the manufacturer recommendations.

4.02 Electric

Electric solenoid operated check valves shall be installed where shown on the plans. The check valve shall be of cast iron body and cover with all bronze or non-corrosive trim construction. The valve shall be flanged, faced and drilled to conform to 125 lb. ASA Standards. The required valve sizes are shown on the plans. The valve shall be constructed with a non-corrosive lining and a bronze piston. The pilot shall be three-way type, all bronze. The design of the valve shall be such as to prevent hammer and shock. Speed of valve closing and opening shall be adjustable. The valve shall provide full pipe line flow when open. The valve shall provide for emergency closing on electrical outage. It shall also provide manual control for opening main valve. The valve shall be as manufactured by the Golden-Anderson Valve Co., Figure No. 173-D for globe body or Figure No. 174-D for angle body or approved equal.

The sequence of operation for the electric check valve shall be as follows:

A. Valve openings:

- ? Pump motor starter, three-way solenoid pilot, emergency solenoid pilot simultaneously energized by control circuit.
- ? Valve opens as pump reaches full speed.
- ? Limit switch contacts close interlocking with motor starter circuit.

B. Valve closing:

- ? Three-way solenoid pilot de-energized by control circuit.
- ? Pump motor circuit and emergency solenoid pilot remain energized.
- ? Valve starts to close, pump running.
- ? As piston nears its seat, limit switch contacts open, de-energizing pump circuit and emergency solenoid pilot.

In the event of a power failure, the motor starter circuit solenoid operated three-way pilot and the solenoid operated two-way pilot will become de-energized simultaneously. De-energizing both pilots simultaneously will cause the main valve piston to move rapidly to its seat. The speed of emergency closing is adjustable by regulating valve. The emergency closing speed is always at a faster rate than that of the normal closing speed.

The emergency sequence of operation would also pertain in the event of a motor under voltage, motor overload, or by depressing the emergency stop button if same is used.

PART 5 - AIR RELEASE VALVES

A valve designed to allow exhaust of small pockets of air from the water main while in use shall be installed where shown on the plans or where directed by the ENGINEER. The air release valve shall have a 3/4" iron pipe thread inlet, cast iron body construction, bronze trim, with all internal parts of stainless steel or bronze. The valve shall have an orifice size of 5/64" or greater. Valves shall be suitable for a working water pressure of 150 PSI. The air release valve shall be mounted on 3/4", Schedule 80, galvanized steel riser pipe. The riser pipe shall be connected to the water main by use of a service clamp and a corporation stop as shown in the standard details. The riser pipe shall be connected to the water main by use of a service clamp and a corporation stop as shown in the standard details. The riser shall also have a 3/4", bronze gate valve with a tee-handle, solid wedge type, inside I.P. threads, suitable for a 150 PSI working water pressure. Equipment shall be as manufactured by Mueller, Ford, Crane, Valve and Primer or approved equal.

PART 6 - VALVE BOXES

All valves (gate, air release, check, etc.) installed underground shall be installed in an approved valve box. Each gate valve shall be installed in a vertical position with a valve box. Valve boxes shall be of a cast iron, two or three-piece, slip-type consisting of a base, a center section and a top section with a covered marked "water". Where valve box is constructed in a paved area, the box shall be a screw type box. The entire assembly shall be adjustable for elevation and shall be set vertically and be properly adjusted so that the cover will be in the same plane as the finished street surface (no more than 1/2" above ground in yards or pastures or 2" in unsodded areas.) The assembly must provide for the required cover over the pipe at the installation site and shall rest on concrete pads as shown in the Standard Details.

Air release valves will be installed in the same type of box as is used for meters. As described in these specifications the box may be cast iron, concrete, or concrete pipe. The box must allow for adequate cover over the pipe at the installation.

Check valves installed underground will be installed in the meter box type installation using concrete pipe and a meter box cover. The installation will utilize a suitable pipe diameter to accommodate the valve and accessories in accordance with the standard details. The box must allow for adequate cover over the pipe at the installation.

PART 7 - FLUSH HYDRANTS

Flush hydrants shall be installed in accordance with the details and the specifications at locations shown on the plans or as directed by the ENGINEER. In general, flush hydrants are located at the end of mains for the purpose of clearing the main of sediment, obstacles or impure water. The CONTRACTOR should refer to the Standard Details for flush hydrant installation.

PART 8 - HYDRANTS

All fire hydrants shall be of the compression type, with cast iron body, fully bronze-mounted, suitable for working pressure of 150 pounds per square inch and shall be in accordance with the latest specifications of the AWWA and the State Inspection Bureau. Hydrants shall have two 2-1/2" hose connections and a 4-1/2" steamer connection with National Standard threads.

Hydrants shall be constructed in a manner permitting withdrawal of internal working parts without disturbing barrel or casing. Hydrants shall have dry-top design and non-rising stem and be frost-proof. Valve, when shut, shall be reasonably tight if upper portion of barrel should be broken off. Waterway of hydrants shall be not less than 6" throughout and valve opening shall be at least 5 1/4" in diameter. There shall be no chattering under any conditions of operation. Each hydrant shall be tested to a hydrostatic pressure of 300 PSI with valve in both opened and closed

position. The direction of opening shall be cast in the head of the hydrant. Hydrants shall be painted with one coat of red lead and two finishing coats of Koppers Ponkote Enamel for hydrants or approved equal, color to be selected by ENGINEER.

Hydrants shall have mechanical connection directly to lines. Valves supplied with hydrants shall have mechanical joints and may be connected directly to hydrant or may be on hydrant service as shown in the Standard Details. One operating and spanner wrench shall be furnished with each hydrant with a maximum of three provided on any one project. Extensions for extra depth shall be included in the cost of hydrants. One disassembly wrench shall be supplied for the project. Concrete thrust blocking, hydrant bedding and main line tee as shown in the Standard Details are to be included in the unit price for hydrant installation.

Hydrants shall be set so that outlets are not less than 15 inches above the ground, plumb and at a distance of 18 inches from the outside of the curb. If no curb exists, hydrant is to be set four feet from the property line or as shown on the plans.

PART 9 - SPECIAL PURPOSE VALVES

Pressure reducing valves sustaining valves, surge relief valves and other automatic, special-purpose valves which are to be installed as a part of the water line contract will conform with the details shown on the plans. The valves will be installed in water proof manholes or other structures as shown in the Standard Details and as described in the "Miscellaneous Structures" section of these specifications. These valves are to be hydraulically operated and of the self-contained differential-piston type. The valve body shall be cast iron of the globe or angle type. The valve is to be bronze fitted with renewable lining and seating components. The valve shall be pilot controlled and diaphragm operated. The valve shall be air and water cushioned to prevent hammer or shock. Bronze castings shall conform to ASTM B-62 and the cast iron body and lid shall conform to ASTM A-126, Class B.

Individual meter pressure reducing valves will be installed for individual services only where shown on the plans. These valves shall be a Mueller, Model No. H-90001, 3/4" Regulator No. 3 or approved equal, complete with a bronze strainer. Each regulator is to have an adjustable pressure range of 60-125 PSI and is to be set at 80 PSI or as shown on the plans or directed by the ENGINEER. These regulators shall be installed on the inlet side of the meter. The CONTRACTOR should note that some prefabricated meter boxes do not allow space for these regulators and a box of sufficient size must be used where they are required.

PART 10 - METERS AND SERVICES

10.1 Service Lines Not Crossing A Road

All service lines shall be 3/4" Type K Copper Tubing, PVC pipe, or polyethylene plastic pipe as specified in Section IX, using a corporation stop in accordance with the Standard Details.

10.2 Service Lines Crossing a County Road or City Street

Same as above except that in general all pipe may be jacked beneath certain paved or blacktopped city streets or county roads, unless solid rock prevents using this method in which case, the open trench method will be used. The open trench method generally will be used on all unpaved city streets, county roads and private driveways. In general, blacktopped private driveways shall also be jacked under. In all cases where lines are under traffic, a minimum cover of thirty-six (36) inches shall be provided. All backfill shall be compacted by air tampers in layers no greater than 6-inch depth. Specific instructions as to the type of crossing to be installed will be shown on the plans.

10.3 Service Lines Crossing a State Highway

Services shall be jacked or pushed under paving. Pipe under 2" shall be Type K Copper or PVC pipe. If solid rock is encountered, trench will be open-cut, pipe placed and back-filled all in accordance with current requirements of the State Highway Department or the crossing will be relocated to permit boring or jacking. Specific details will be shown on the plans. Where required on the plans or by the ENGINEER, service pipe shall be encased under highways.

Schedule 40 steel pipe shall be used as casing pipe unless otherwise indicated by the plans. Polyethylene pipe will normally be encased. Where permitted rigid PVC pipe will not be encased but soft connections with polyethylene pipe will be required on either side of the boring length.

10.4 Meters

It is the intent of these specifications to obtain water meters which are cold water rotating disc type with hermetically-sealed and magnetically-driven registers. Meters shall be first line quality of the manufacturer. The latest specifications of the AWWA shall be complied with, except in the cases of conflict with these specifications. Any type or make of meter offered must have been manufactured and marketed in the U.S. for at least five (5) years and evidence will be required to indicate the name of places where meters have established satisfactory service records of five (5) years or more. (Check Section IX for specific owner requirements.)

The main case shall be high grade waterworks bronze, with hinged, single lid cover and raised characters cast on them to indicate the direction of flow. Each meter must have a manufacturer's serial number stamped on the lid. They must have a working pressure of 150 PSI. Standard frost bottom model meters shall be furnished. Non-ferrous strainers shall be provided which fit tightly against the main case.

The measuring chamber shall be bronze alloy composition and stainless steel or monel trimmed. The chamber shall be of the two piece design, equipped with a disc made of hard rubber and as near to the specific gravity of water as possible.

The register shall be straight reading U.S. Gallon type. The register unit shall be completely encased and hermetically sealed and driven by permanent magnets. Registers shall be guaranteed by the manufacturer for a period of at least 15 years.

All meters shall measure water within 2% of a separately measured volume. Ten percent of all the meters on the project will be tested after delivery in the presence of the ENGINEER or his designated representative. Testing shall be done by means of test bench and calibrated test tanks as approved by the ENGINEER. If any meter fails this test, the ENGINEER will require that all meters will be tested. The cost of any and all such testing will be at the CONTRACTOR's expense.

Meters shall include box and cover, meter, coppersetter (including cut-off valve), four feet of pipe and corporation stop plus two foot of pipe and plug or cap on the customer's side of meter. (This latter item is to prevent the customer or his plumber from disarranging or loosening the meter after the CONTRACTOR has already set the meter in its proper position). Where the main line is in the highway right-of-way, meters shall be set as close to the right-of-way fence as practicable but no meter on the same side of the road as the main line shall be set with more than 6 feet of service line unless directed by the ENGINEER or shown on the plans. The Standard Details show the required meter setting.

Meters for regular service shall be 5/8" x 3/4" unless otherwise shown on the plans. Large service connections shall have a disc meter similar and equal to the 5/8" x 3/4" meters and shall include the tap and connection, a gate valve or corporation stop the same size as the line pipe, sufficient unions and a meter box of sufficient size to house the meter as shown in the Standard Details. Meters 2 inches and larger in size shall be compound type meters.

Meter boxes for 5/8" x 3/4" meters shall be cast iron, concrete, concrete pipe, or plastic as specified in Section IX. All meter boxes shall be a minimum of 24 inches deep and 18 inches I.D.. Cast iron meter box cover for use with 18 inch I.D. plastic, concrete or vitrified clay pipe or cylinder boxes shall be stamped with the words "WATER METER," and shall be Ford No. C32, or equal. Where individual pressure reducing valves are required, the meter box must be of adequate size to accommodate the meter setting, shut-off valve and pressure regulator as shown in the Standard Details.

Meters shall be set in a workmanlike manner with backfill neatly compacted in place. In yards, pastures and other grassed areas, top of meter box may be placed no higher than 1/2 inch above original ground and no lower than flush with original ground. Boxes in sidewalks or other concrete areas shall be flush with surface. In areas which have not been sodded, top of box shall be 2 inches above grade. The service line must meet the same cover

requirements as the main line as described in these specifications except that the service line may be raised within two (2) feet of each side of the meter installation to a depth which accommodates installation at the bottom of the meter box in accordance with the Standard Details. As shown in the Standard Details, after 2 feet from box service pipe must return to 30 inches (36 inches in traffic or 24 inches in rock). If meter box area is subject to traffic, a deeper box will be required to maintain 36 inches of cover over the service pipe.

10.5 Radio Read Meters

The contractor shall furnish all labor, equipment and materials required to install, test and place into satisfactory operation electromagnetic flow meters. The cold water displacement type meter shall be an accuSTREAM meter as manufactured by Sensus, Inc. or approved equal.

Meters shall be magnetic drive, Sealed Register, Positive Displacement Type Oscillating Piston only. The meter must conform to American Water Works Standard C-700 and C-710 as most recently revised with respect to accuracy and pressure loss requirements.

The register must be an electronic device encapsulated in glass with 9 programmable digits utilizing a liquid crystal display (LCD). It will have indicators for flow direction, battery life and unit of measurement. The register must be hermetically sealed with a heat tempered glass cover and be tamper resistant. The register shall employ a unique locking security socket to prevent its removal from the meter body. The register shall utilize a magnetic coupling technology to connect to a touch read, radio read or fixed base meter reading system in either an inside or pit set installation. The electronic register shall have a rate of flow mode to display customer consumption or leak rates.

The contractor shall also furnish all labor, equipment and materials required to install, test and place into satisfactory operation the Meter Transceiver Unit for AMR Application. The meter transceiver unit shall be a radio unit Model 520M as manufactured by Sensus Metering System or approved equal. It shall be a high-power walk-by/drive-by radio transmitter that provides water meter and ancillary device data from equipment located in meter pit environments. The radio unit shall be submersible and designed to withstand harsh underground environments. The transceiver unit and accessories shall be stored and protected in accordance with the manufacturer's recommendations. The transceiver unit shall not be stored outside or exposed to the weather.

The bid item includes the meter box installation interfacing the utility meter to the Sensus RadioRead+ system or approved equal. The unit requires 1.75" diameter hole in pit lid; fits pit lid thicknesses up to 1.75". Units must be the TouchCoupler and Wired Version compatible with Sensus ECR II and ICE water registers or approved equal. Units must have a 20 year warranty, 10 full, 10 pro-rated.

The meter boxes for all radio read meters shall be 24" high, 18" diameter plastic boxes with 4" riser cast iron locking meter lids model RMC-18L w/LN and w/TR or approved equal.

PART 11 - TRUCK LOADING STATIONS

Truck loading stations for filling water trucks will be constructed as shown in the Standard Details at the location shown on the plans or as directed by the ENGINEER.

PART 12 - MEASUREMENT AND PAYMENT

Payment for gate valves, check valves and other special valves installed underground shall include all work necessary for a complete installation and shall include all valve stem boxes or other valve boxes and box covers. Payment will be made at the unit price bid for the type and size of valve installation. Often valves are included in the fabricated piping of a structure and separate payment will not be made unless provided in the Bid Form. Costs of those to be included in the bid for work to which they are subsidiary.

Fire hydrants include the cost of a complete installation as shown on the plans. The cost of the main line tee will be included in the unit price bid for these items. The line between tee and hydrant gate valve shall be paid for at unit price for line work.

Meters and boxes include all items for a complete installation. These are meter, box and covers, setter,

shut-off valve, six (6) feet of service line, corporation stop and the plug and adapter at the end of customers service stub. Additional service line will be paid for under a separate item.

Flush hydrants and air release valves will be paid for under their respective bid price. Excess pipe will be paid under bid price for pipe installed.

Truck loading stations, where required by the plans, shall consist of a complete installation as shown in the Standard Details and will include gate valve, meter, fire hose section, support pipe, fire hydrant, cast iron tee, connecting pipe and any crushed stone or other material incidental to the installation or construction of an approach roadway to the station. The bid price for "truck loading station" shall cover all of this work and material.

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SECTION 02612
TECHNICAL SPECIFICATIONS
SPECIAL ITEMS OF CONSTRUCTION IN WATER LINE INSTALLATION

PART 1 - General

These specifications govern special crossings, installations and construction procedures required to deal with unusual construction items or special requirements of governing agencies.

PART 2 - Road Crossings

In all cases, these crossings will be made in compliance with the requirements of the State Highway Department. Such requirements will normally be described by the appropriate District Highway Office. In general, unless otherwise shown on the plans or otherwise directed by the ENGINEER, the crossing of all State Highways shall be accomplished by boring under the roadway. In addition, the crossing of service lines 1-1/2 inches and greater under rigid and flexible surfaced paved roads shall be accomplished by boring and jacking a casing pipe under said roadway. In certain cases, as shown on the plans, service lines of all sizes will require casing pipe installed with the crossing.

In general, the crossing of city streets and certain county roads with main lines and the crossing of unpaved streets with main lines or service lines shall be accomplished by open trenching.

2.01 Open Trench Crossings

The trench shall be excavated to a minimum width that will allow the pipe installation. The trench walls shall be kept as nearly vertical as possible. The minimum specified cover above the pipe shall be maintained. The Standard Details section of the plans shows the requirements for open trench crossings.

The backfill in the trench under any roads, driveways, or parking areas where the open trench method is used shall be of the type shown in the Standard Details and shall be deposited and compacted in uniform layers not to exceed the depth shown in the Standard Details.

The surface of the road, driveway, or parking areas shall be replaced with the same type of material as specified under pavement replacement.

2.02 Boring and Jacking

The work is herein defined as the operations in which both the boring by auger and the jacking of the casing pipe are done mechanically and in which the diameter of the casing pipe is too small to permit hand working at the heading of the casing pipe. Two basic methods are; (1) pushing the casing pipe into the fill or earth simultaneously as the boring auger drills out the ground; and (2) drilling the hole through the fill or earth and pushing the casing or carrying pipe into the hole after the drill auger has completed the bore.

A suitable approach trench shall be opened adjacent to the slope of the embankment, or adjacent to point of bored and jacked section as shown on the plans. The approach trench shall be long enough to accommodate the selected working room. Guide timbers or rails for keeping the casing pipe on line and grade shall be accurately set and maintained in the bottom of the approach trench and with heavy timber back-stop supports installed at the rear of the approach trench to adequately take thrust of the jacks without any movement or distortion. It is paramount to the securing of acceptable tolerance limits of workmanship in the boring and jacking operation that extreme care be taken in the setting of all guides, rails and jacks to the end that the casing pipe in final position be within the limits of acceptability for the placing and laying of the carrier pipe. The minimum cover of 36 inches under the roadway must be maintained. Additional depth may be required as shown on the plans.

In general, the diameter, thickness, style, joints and materials selected for casing pipe shall be as shown on the plans and shall be considered as "minimum" requirements, all subject to prior approval of the ENGINEER. In all cases, the approval for construction by agreement with the private company and/or construction permit issued by the State, County, or Municipal agency will be required before construction starts.

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Steel casing pipe for road and railroad crossings using the boring and jacking method shall be steel, plain end, uncoated and unwrapped, and shall be furnished in at least 18-foot lengths. Steel pipe shall meet the requirements of ASTM Specification A-120. Pipes up to and including 4 inches in diameter shall be Schedule 40. Pipe larger than 4 inches shall have a wall thickness equal or greater than 0.250 inches. The diameter of all casing pipes shall be as noted in Standard Details section of the plans.

The steel casing pipe shall be bored and/or jacked in place at the locations as shown on the plans or as directed by the ENGINEER. All joints between lengths shall be solidly welded with a smooth nonobstructive joint inside. The casing pipe may be extended beyond the boring limits by open trenching as shown in the Standard Details. This would apply when the casing is required from right-of-way or ditch line to ditch line. Open trenching at jacked or bored locations will be allowed no closer than 3 feet from edge of pavement. Sand backfilling of the annular space between the carrier pipe and the casing pipe shall be mechanically placed by suitable method when required and where shown on the plans. After the water main has been installed inside the casing pipe, inspected and tested, both ends of the casing pipe shall be sealed completely with concrete or other material as shown in the plans in a manner acceptable to the ENGINEER.

Where road crossings are made using plastic pipe or copper the location of joints under the roadway should be avoided by using lengths of adequate dimension for the crossing. This principle also applies to other types of pipe where sufficiently long lengths are available.

PART 3 - RAILROAD CROSSINGS

At all railroad crossings, cover pipe (casing) for water lines (carrier pipe) shall be jacked or pushed beneath tracks and the carrier pipe jointed and pushed through the cover pipe. Detailed drawings of railroad crossings including the length of casing and depth below track are shown in the plans. CONTRACTOR shall obtain and pay for services of a representative of the railroad to direct the CONTRACTOR's operations while on the railroad property when required by the railroad.

PART 4 - CREEK CROSSINGS

4.01 Special Creek Crossing

Where required on the plans or instructed by the ENGINEER, the CONTRACTOR shall construct a special creek crossing either Type A or B as shown in the Standard Details. Where the crossing is made in a creek which has a solid rock floor, the trench shall be cut in rock of such depth as to provide a cover all around the pipe of encasement class concrete as shown in the Standard Details. Concrete shall be thoroughly puddled in place. Where the crossing is in loose rock or unstable earth where bed movement is expected, the special crossing shall be the concrete anchor type shown in the Standard Details. Two short sections of pipe shall be used within eight (8) feet of each side of the stream crossing. Crossings shall be scheduled for construction in times of low flow, if practicable, otherwise cofferdams of sand bags or clay shall be used to divert the stream flow while crossing is made. For sharp vertical curves, short lengths of pipe shall be used as much as possible to avoid use of rigid fittings. Concrete shall not be placed under water and CONTRACTOR shall provide suitable pumps to keep water out of trench excavation during stream crossing construction. Mud and water shall not be allowed to enter the carrier pipe installation. Waterproof plugs shall be provided, if necessary, to prevent water entry. A typical stream crossing section is shown in the Standard Details.

4.02 Normal Earthen Creek Crossing

Where the stream crossing is made in earth or other beds which are stable (no casing or anchorage required), then the pipe will be laid in a narrow trench at the depth specified in the Standard Details to maintain the required cover between pipe and stream bed. Initial backfill will be mechanically compacted. Trench backfill in any stream crossing area from one (1) foot above the top of the pipe shall consist of trench excavated rock, if available. No extra payment will be made above normal construction for this type of creek crossing.

4.03 Materials

The type of water line installed at the Crossing will be specified in the plans. Concrete encasement locations and limits for stream crossings are shown on the plans for information only. The actual limits in locations where concrete encasement shall be required shall be determined in the field by the ENGINEER. The CONTRACTOR shall notify the ENGINEER of any rock excavation encountered in the area of the stream, ditch, or other area where erosion could jeopardize the pipe cover. Upon such notification, the ENGINEER shall instruct the CONTRACTOR as to whether concrete encasement should be used and the limits therefore. Failure by the CONTRACTOR to notify the ENGINEER in the above areas may result in re-excavation for placement of concrete encasement.

PART 5 - RIVER OR LAKE CROSSINGS

Crossings in rivers or lakes where the pipe cannot be laid in a trench shall normally be made with cast iron pipe having ball and socket joints. Details for any required installations of this type including pipe required, number, size and location of anchors, and installation technique are shown in the plans.

PART 6 - BRIDGE CROSSINGS

Wherever possible bridges will not be utilized for stream crossings. However, where it is necessary for the water line to be attached to bridges, the pipe shall be securely fastened to bridge stringers or beams using supports as dimensioned and located in the plans. The carrier pipe shall be insulated with Vermiculite or other approved material to prevent freezing. Expansion joints to allow for movement of the bridge will be required as shown on the plans.

PART 7 - PIPE BEDDING

7.01 Standard Pipe Bedding

Whenever the "undercutting method" is used to bed pipe lines, the CONTRACTOR shall furnish the standard pipe bedding for the continuous support of pipe. The standard pipe bedding shall be evenly spread fine granular earth material or shall be bank run sand and gravel or dense graded aggregate and shall be placed as shown on the drawings and Standard Details in accordance with the following pipe materials and under normal stable earth trenching conditions:

<u>Pipe</u>	<u>Bedding</u>
PVC (4 inches and smaller), copper, galvanized	earth trench bottom (leveled)
PVC (above 4 inches)	compacted earth backfill
C.I. and D.I. (less than 4 inches)	compacted earth backfill
C.I. and D.I. (4 inches diameter and above)	compacted crushed stone backfill

No substitutions for standard pipe bedding will be allowed unless approved in writing by the ENGINEER. Standard pipe bedding is not a separate pay item and is to be included in the unit price bid per foot of pipe.

7.02 Special Pipe Foundation

When ordered by the ENGINEER, yielding and mucking material in subgrade shall be removed below ordinary trench depth in order to prepare a proper bed for the pipe. In such locations, a special pipe foundation shall be constructed utilizing encasement class concrete in accordance with the Standard Details. This special pipe foundation is a separate pay item. The special foundation or other special laying conditions may be required because of soil conditions, depth, traffic or other reasons. These will be extra pay items.

7.30 Standard Concrete Encasement

Concrete encasement of pipe shall be placed as directed by the ENGINEER in accordance with the Standard Details. Concrete pipe shall be mixed sufficiently wet to permit it to flow under the pipe and to form a continuous bed. In tamping concrete, care should be taken not to disturb the grade or line of the pipe or injure the joints.

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Concrete placed outside the specified limits or without authorization from the ENGINEER will not be subject to payment.

Concrete for encasement is described elsewhere in these specifications. Standard concrete encasement is a separate pay item.

PART 8 - WATER LINE AND SEWER LINE SEPARATION

8.01 General

Wherever sewer lines and water lines cross, or are adjacent to, each other, special precautions shall be taken.

8.02 Parallel Water and Sewer Lines

Water lines must, if possible, be located a minimum lateral distance of 10 feet from any existing or future sewer lines measured from outside diameters. Where water lines and sewer lines must be placed in the same trench, the water line must be located on a shelf, 2 feet above and 2 feet to the side of the sewer line. Whenever this condition cannot be met, and upon direction from the ENGINEER, the water line shall be uncovered and encased with concrete per the standard encasement detail.

8.03 Crossing Water and Sewer Lines

Wherever sewer lines and water lines cross, it is desirable, if practical, that the sewer line be at least 24 inches below the water line.

Where it is not practical to provide such a separation, care shall be taken to ascertain that the existing water line or existing sewer line is in good sound condition and that no evidence of joint leakage is known in that vicinity. If any such evidence does exist, the existing line shall be exposed by the CONTRACTOR at least 10 feet each side of the new pipe crossing, carefully examined and any defects positively corrected. The OWNER will arrange for examining and correcting any defects in the existing lines, but the CONTRACTOR shall cooperate in every way possible.

When the water line must be below or less than 2 feet above the sewer line, the CONTRACTOR shall encase the water line 5 feet in each direction from the crossing as directed by the ENGINEER. This encasement should only be accomplished when directed by the ENGINEER and shall be accomplished in accordance with the details shown on the drawings. The encasement is a separate pay item.

PART 9 - NOTIFICATION OF UTILITY COMPANIES

The ENGINEER assumes no responsibility for the exact location of underground utilities and the CONTRACTOR shall locate such utilities to his own satisfaction. The CONTRACTOR shall notify the appropriate utility company for location of said utility lines in the field before excavation begins. The CONTRACTOR shall be solely liable for any damages to any utilities or private property during construction and for arranging for coordination with utility representatives.

PART 10 - BLASTING

When rock excavation is encountered, the CONTRACTOR shall notify the ENGINEER before any blasting is done. Whenever blasting is necessary, ample precautions shall be taken to prevent accidents to life and property from flying rock and debris by covering the trench or excavation with heavy timbers or mats, or by using other suitable means. Any damages caused by blasting done under this contract, shall be repaired by the CONTRACTOR at his expenses and to the satisfaction of the ENGINEER.

All blasting operations shall be conducted in strict accordance with the existing laws, ordinances and/or regulations relatives to State and/or local rock blasting and storage and use of explosives and Section 9 of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc. Any rock excavation within 15 feet of water or gas mains of any size shall be done with very light charges of explosives and the utmost care shall be used to avoid disturbing the main.

Where there are no local ordinances governing blasting and the storage of explosives, all blasting supplies shall be stored in a manner approved by the rules and regulations of the Federal and State Occupational Safety and Health Regulations.

The CONTRACTOR shall maintain and keep in full force and effect blasting insurance to protect and indemnify the OWNER and/or his agents or representatives, including the ENGINEER and his representatives, from claims and damages and shall defend all suits at law.

PART 11 - DISINFECTION OF WATER LINES

All water piping shall be thoroughly disinfected before being placed in service, by the use of chlorine or chlorine compounds in such amounts as to produce an initial concentration of at least 50 ppm and a residual of at least 25 ppm at the end of 24 hours, followed by thorough flushing. If for some reason, the initial disinfection fails to result in a 25 ppm residual, or the initial concentration does not achieve at least 50 ppm, the process shall be repeated until said 25 ppm residual is obtained after the 24 hour period. All disinfection shall be accomplished in a manner satisfactory to the ENGINEER and the State Department of Health.

All valves in the lines including check and altitude valves will be opened several times during the sterilization process.

The CONTRACTOR shall be responsible for sterilization of both water lines and water storage tanks. After sterilization, the tanks shall be drained and cleaned of all debris prior to putting the unit back in service.

PART 12 - SEEDING AND SODDING

Upon completion of the installation of the work, the CONTRACTOR shall remove all debris and surplus construction materials resulting from the work. The CONTRACTOR shall fine grade all the disturbed surfaces around the area of the work in a uniform and neat manner leaving the construction area in a condition as near as possible to the original ground line or to the lines as directed by the ENGINEER. All graded areas shall be left smooth and thickly sown with a mixture of grasses. The mixture of grasses shall consist of one-third (1/3) Rye grass, one-third (1/3) Kentucky Fescue and one-third (1/3) Kentucky Bluegrass by weight, and shall be applied to the graded areas at a rate of not less than 1 pound of seed per one thousand square feet of area. When the final grading has been completed, the entire graded area to be seeded shall be fertilized with 12-12-12 fertilizer, applied at the rate of 6 pounds per one thousand square feet of area. After the seed and fertilizer have both been applied, the CONTRACTOR shall then lightly cover the seed by use of a drag or other approved device. The seeded area shall then be covered with straw to a depth of approximately one inch.

Where existing lawns have been disturbed, the existing sod will be removed and stored and replaced to its original position once the work is in place. If the CONTRACTOR damages or destroys the original sod, it shall be

replaced with a sod having at least 60% good quality Kentucky Bluegrass, strongly rooted and free of pernicious weeds and shall be so laid that no voids occur between strips. When replacing sod, it shall be tamped or rolled immediately after it is laid and the finished surface shall be true to grade, even and equally firm at all points. Well screened top soil shall be lightly sprinkled over the sodded areas and shall be thoroughly watered. Sod damaged by the CONTRACTOR shall be replaced with new sod by the CONTRACTOR at no cost to the OWNER.

The fine grading, seeding, sodding and clean-up shall be considered as incidental expense and shall not be separate pay items.

Meadows and hay fields will require replacement in kind unless the CONTRACTOR secures a release from the property owner agreeing to no replacement or alternate replacement.

PART 13 - PAVEMENT AND OTHER STRUCTURE REPLACEMENT

The CONTRACTOR shall replace all pavement cut or disturbed, with pavement similar in all respects to existing pavement in accordance with the Standard Details and at those locations approved by the ENGINEER. Every effort shall be made to avoid cutting the pavement. In restoring pavement, new pavement is required, except that granite paving blocks, sound brick or sound asphalt paving blocks may be reused. No permanent paving shall be placed within thirty (30) days after the backfilling has been completed. All concrete and asphalt paving materials shall be in conformance with the Standard Details shown in the plans.

13.1 Classification of Pavements

1. Concrete Pavement Replacement - This pavement replacement shall be Portland cement concrete construction in accordance with the requirements shown in the Standard Details. It shall include all pavement replacement on concrete surfaced roads, concrete driveways, concrete sidewalks and concrete parking areas, both public and private.
2. Heavy-Duty Bituminous Pavement Replacement - This type of asphalt pavement replacement shall be bituminous concrete surface over concrete base in accordance with the Standard Details. This type of pavement replacement shall be used on all heavily trafficked roads having an existing pavement greater than 2", whether public or private, or in other locations as directed by the ENGINEER.
3. Light-Duty Bituminous Pavement Replacement - This type of pavement replacement shall be bituminous concrete constructed in accordance with the Standard Details. This item shall include all light-duty bituminous concrete roadways, bituminous driveways and bituminous parking lots, both public and private.
4. Gravel Surface Replacement - This type of surface replacement shall include all graveled roadways, driveways, parking areas, or other gravel surfaced areas, both private and public. This type of surfacing may also be required as a base course for other pavement replacement.

13.2 Materials

The crushed stone backfill as noted on the drawings shall be dense graded aggregate (Class A Aggregate, Grading D) per Kentucky Department of Highways Specifications. The CONTRACTOR shall be responsible for the maintenance of the aggregate and the surface of the trenches until the pavement replacement is completed.

Portland cement concrete shall be as described in Section D of these specifications for Class "A" concrete. A set of cylinders shall be made and tested for each 25 yards of concrete placed, or fraction thereof, to supply representative sampling and testing of the concrete, upon the direction of the ENGINEER. The CONTRACTOR shall produce a broomed, or burlaped, uniformly smooth and nonskid surface, consistent with the existing pavement.

Bituminous materials and mixes shall be consistent with the recommended practice of the Asphalt Institute and it shall conform to the requirements of the Kentucky Department of Highways for prime coat and Class 1 bituminous concrete. The bituminous concrete shall consist of a binder or base course and a surface course.

13.3 Installation of Pavement Replacement

The CONTRACTOR shall cut back the surfacing adjacent to the trench for 12 inches on both sides of the trench and shall cut down the dense graded aggregate he has placed to a depth required for either type of pavement replacement. The resulting surface shall be rolled to yield a smooth, dense surface and a uniform depth.

The concrete shall be placed in accordance with standard practice, with the welded wire mesh if required in proper position and thoroughly vibrated into place. The CONTRACTOR shall produce a surface consistent with the existing pavement. The CONTRACTOR shall apply a liquid curing component, sprayed on the surface of the concrete, and shall provide adequate protection to the pavement until it has set.

For bituminous concrete, the CONTRACTOR shall clean and broom the prepared surface, then apply the prime coat at the rate of 0.20 to 0.25 gallons per square yard, with a pressure distributor or approved pressure spray method. When the prime coat has become tacky but not dry and hard, the bituminous binder course, or base course, whichever applies, shall be placed and compacted. The CONTRACTOR shall then apply the surface course. It is recommended, but not required, that the base course remain in place for approximately one week before placing the surface course. The finished course shall be compacted and the completed surface shall match the grades and slopes of the adjacent existing surfacing and shall be free of offsets, depressions, raised places and all other irregular surfaces.

13.4 Seasonal and Weather Limitations for Pavement Replacement

In the event the progress and scheduling of the work is such that the bituminous pavement replacement would occur in the winter months, during adverse cold weather and/or during such times the asphalt plants are not in operation, then the final pavement replacement shall be postponed until favorable weather occurs in the spring and the asphalt plants resume normal operations. No bituminous concrete shall be laid when the temperature is below 40° F except by written permission of the ENGINEER.

Concrete pavement shall not be placed when the temperature is such that the pavement placed will freeze before it has had adequate time to set and shall be placed in conformance with the temperature conditions specified in Section D of these specifications.

The CONTRACTOR shall be responsible for replacement of pavement which he has placed which has been damaged by cold weather or freezing without additional compensation.

In the meantime, the CONTRACTOR will be required to maintain the temporary surfacing until the permanent pavement is placed. Such labor, materials and equipment as is required for temporary maintenance of the streets, roadways and driveways shall be provided at the CONTRACTOR's expense and is not a pay item. The CONTRACTOR will be required to use a cold mix asphaltic concrete as a temporary surface for trenches under heavy traffic use.

13.5 Guarantee

The one year guarantee as specified in the contract documents is also applicable to trench settlement and pavement replacement.

PART 14 - SIDEWALK REPLACEMENT

Sidewalks will be replaced if damaged by the CONTRACTOR in any way. Payment will be made for those sidewalks necessarily damaged by the line installation in accordance with the Standard Details. No sidewalks are to be replaced over a backfilled trench for at least 30 days after filling. Sidewalks damaged otherwise are to be replaced immediately at the CONTRACTOR's expense.

Materials and dimensions are to be at least equal to existing walk and are to conform with the Standard Details.

PART 15 - FINAL CLEAN-UP

The work shall not be considered as complete until the right-of-way of roads and all private property has been cleared of all rubbish and loose stone, and also all equipment, excess material and temporary structures. All property, both private and public, which has been damaged in the course of the work, shall be restored in a manner fully acceptable to the property owner. Ditches shall not be obstructed from draining nor will any rubbish or other material be left to obstruct culverts, bridges or other structures.

PART 16 - MEASUREMENT AND PAYMENT

Payment for crushed stone, black top and concrete pavement replacement will not be based on the quantities purchased by the CONTRACTOR. Payment for crushed stone will be made on the basis of that necessary to fill the trench to the dimensions shown in the Standard Details. Crushed stone sub-grade under paving shall be included in paving price and not paid for separately. Payment for blacktop or concrete will be based on the quantities in place as shown by the limiting dimensions in the Standard Details. Any additional cost estimated by the CONTRACTOR must be included in the cost of pipe in place.

Payment for special creek crossings will be at the unit price bid per lineal foot for that item and shall include encasement pipe, crushed stone, concrete, solid rock excavation and all other work necessary for a satisfactory installation. The carrier pipe installed in the casing shall be paid separately under the unit price bid for pipe installed.

Additional costs for normal earth creek crossings shall be included in the unit price bid for pipe installation and no special payment will be made for these crossings.

Casing pipe unit price bids shall include the cost of boring or jacking under railroads and highways and shall include the cost of steel casing pipe. Carrier pipe will be paid for under the unit price bid for installing lines as described in Article 2.2 of this section. PVC shall be equal to steel for casing county crossings.

Where service pipe with no casing is pushed or bored under Federal, State, or County highways or other roads as required by the plans or directed by the ENGINEER, the cost will be paid under the bid for the appropriate type of service pipe pushed and bored. This payment will be based on the required pushing or boring length and will include all related work. Where rigid PVC service pipe is installed in this manner, the payment will include connection to polyethylene service pipe at each end of the rigid section. Length of pipe considered for payment under this bid will not be included in other pipeline quantities.

Unit price bids for special pipe bedding items are to include the cost per lineal foot of installing concrete or other special pipe bedding where required by the ENGINEER. This to be an additional cost to be added to the basic furnishing and laying unit price bid for water lines.

Sidewalk crossings when included as a bid item shall include the extra cost of boring under or the removal

and disposal of existing concrete sidewalk and replacement with new construction. Unit price bid is on the square yards of sidewalk replaced basis. Width for payment for a standard trench crossing is shown in the Standard Details.

If CONTRACTOR elects to bore or jack pipe under sidewalk, extra cost shall be paid for on the basis of square yards of sidewalk which would normally have been removed by the crossing. Cost of pipe installation should not be included in sidewalk crossing bid. When sidewalk crossings or replacement are not included as a bid item their costs shall be considered subsidiary to the bid for pipe installation.

Extra pay items may be established for crushed stone bedding when it is required as an extra. The price will be on a lineal foot basis.

Where required by the Special Provisions or the Bid Proposal, the cost of pavement replacement, boring, crossings of all types and other incidental construction shall be included in the unit price bid for pipe line installation and shall comprise total compensation for all such work.

End of Section

SECTION 02725 - BORING AND CASING FOR UTILITIES

PART 1. GENERAL

1.1 Work Included

The work to be performed hereunder shall consist of the installation of casing pipe for the purpose of installing utilities under streets, roads, highways or railroads. It shall include the excavation of a boring pit, auger boring, rock coring or jacking as and where required.

PART 2. PRODUCTS

2.1 Casing Pipe

The casing pipe shall be of steel meeting the latest approved American Railway Engineering Association "Specifications for Pipelines for Carrying Flammable and Nonflammable Substances." The steel casing pipe shall have a minimum yield strength of 35,000 psi and shall have the minimum wall thickness shown in the following table:

Carrier Pipe	Casing Pipe	Nominal Thickness
4	8	0.250 inch
6	12	0.250 inch
8	16	0.312 inch
10	20	0.312 inch
12	24	0.312 inch
14	27	0.344 inch
16	30	0.375 inch
18	32	0.406 inch

When the casing pipe is installed without benefit of a protective coating, the wall thickness shown above shall be increased to the nearest standard size, which is a minimum of 0.063 inch greater than the thickness shown.

PART 3. EXECUTION

3.1 Installation of Casing Pipe

The steel casing pipe shall be bored or jacked in place at the locations as shown on the plans or as directed by the Engineer. All joints between lengths shall be solidly welded with a smooth nonobstructive joint inside. When the casing is required from right-of-way to right-of-way or ditch line to ditch line, the casing pipe may be extended beyond the boring limits by open trenching. Open trenching at jacked or bored locations will be allowed no closer than three feet from edge of pavement.

A suitable approach trench shall be opened adjacent to the slope of the embankment, or adjacent to point of bored and jacked section as shown on the plans. The approach trench shall be long enough to accommodate the selected working room. Guide timbers or rails for keeping the casing pipe on line and grade shall be accurately set and maintained in the bottom of the approach trench and with heavy timber backstop supports installed at the rear of the approach trench to adequately take thrust of the jacks without any movement or distortion. It is paramount to the securing of acceptable tolerance limits of workmanship in the boring and jacking operation that extreme care be taken in the setting of all guides, rails and jacks to the end that the casing pipe in final position be within the limits of acceptability for the placing and laying of the carrier pipe. The minimum cover of 36 inches under the roadway must be maintained. Greater depth may be required.

SECTION 02725 - BORING AND CASING FOR UTILITIES

3.2 Installation of Carrier Pipe

Skids must be used to prevent the pipe and bells from snagging on the inside of the casing, and to keep the installed line from resting on the bells. Skids should be thick enough to allow for clearance between the bells and the casing bottom. Strap skids to the carrier pipe at 7:00 and 5:00 positions. Notch skids to prevent banding from being cut as pipe is placed in the casing.

Pass a cable through the casing and the first pipe length and fasten it to a suitable wood crosspiece at the end of the pipe. Then pull the cable steadily until about two feet of pipe is left projecting out of the casing for assembly of the next length. The cable is then passed through the next pipe and two pipes are assembled. This operation is continued until the pipe is completely through the casing.

Lubricating the casing or skids will make sliding easier. The casing can be lubricated by depositing drilling mud or flax soap at the end of the casing. Then attach rags to the cable and pull them through so that they act as swabs or spreaders.

3.3 Closure of Casing

Under no circumstance should the ends of the casing be closed or any material installed inside the casing until after the pressure test has been completed. After the pressure test has been successfully completed, sack the end of the casing between the casing and the carrier pipe, leaving an opening on the bottom between the skids for drainage.

End of Section

SECTION 02731 - GRAVITY SEWERS

PART 1. GENERAL

1.1 Work Included

The Contractor shall furnish all labor, materials and equipment required to install the gravity sewer system as shown on the plans and as specified herein.

1.2 Submittals

Submit manufacturer's specifications for materials and installation instructions. Include test reports showing compliance with project requirements where test method is indicated.

1.3 Delivery and Storage

Notify the Engineer when pipe will be received on the job so that proper arrangements may be made for inspecting the unloading operations and examining the pipe materials.

PART 2. PRODUCTS

2.1 Polyvinyl Chloride Sanitary Sewer Pipe

Pipe and fittings shall meet or exceed all of the requirements of ASTM D-3034. All pipe shall be marked with the manufacturer's name, production lot number, ASTM designation, and nominal diameter.

All fittings and accessories shall be the product of the same company as the pipe manufacturer. All in-line fittings shall be integral wye-tee combination with rubber ring joint. No saddle type fittings will be allowed.

2.2 Ductile Iron Sanitary Sewer Pipe

Pipe and fittings shall meet or exceed all of the requirements of ASTM A-746. All pipe shall be marked with the manufacturer's name, production lot number, ASTM designation, and nominal diameter.

All fittings and accessories shall be the product of the same company as the pipe manufacturer. All in-line fittings shall be integral wye-tee combination with rubber ring joint. No saddle type fittings will be allowed.

2.3 Manholes

A. Manhole Sections. Manholes shall consist of precast reinforced concrete sections, a conical or flat slab top section and a base section conforming with the manhole details shown on the drawings.

Manhole sections shall be manufactured, tested and marked in accordance with the latest provisions of ASTM C-478.

The minimum compressive strength of the concrete for all sections shall be 4,000 psi.

Joints of manhole sections shall be of the tongue and groove type with performed plastic gasket meeting the requirements of Federal Specification SS-S-00210, "Sealing Compound, Preformed Plastic for Pipe Joints" Type 1, Rope Form. The sealing compound shall be produced from blends of refined hydrocarbon resins and plasticizing compounds reinforced with inert mineral filler and shall contain no solvents, irritating fumes, or obnoxious odors. The compound shall not depend on oxidizing, evaporating, or chemical action for its adhesive or cohesive strength. It shall be supplied in extruded rope-form of

SECTION 02731- GRAVITY SEWERS

suitable cross-section and of such sizes as to seal the joint space when the manhole sections are set. Joint shall be double-sealed (inside and outside). Con-Seal is an acceptable sealant.

Each section of the precast manhole shall have not more than two holes for the purpose of handling and laying. These holes shall be tapered and shall be plugged with rubber stoppers or mortar after installation.

B. Manhole Castings. Manhole rims, toe pockets and covers shall be cast iron conforming to ASTM A-48, Class 30 or 35 for gray iron castings. All castings shall be made accurately to the required dimensions, sound, smooth, clean and free from blisters and other defects.

Manhole frames and covers shall be heavy duty, with machined bearing surfaces. The words "Sanitary Sewer" shall be cast on the top in letters 2 inches high. They shall be as manufactured by the Neenah Foundry Co., East Jordan Iron Works, Inc., or equal.

C. Steps. Steps shall be built into the walls of all manholes. They shall be approximately twelve inches wide and shall be uniformly spaced at intervals of twelve to sixteen inches. Steps shall be cast aluminum, polypropylene coated #4 re-bar, or other approved material.

D. Line Connectors. All new manholes shall have rubber and/or neoprene line connectors for the installation of the line such as "A-Lok" or as recommended by the manufacturer. For connection to an existing manhole, a rubber boot type connector such as "Kor-n-seal" is required.

2.4 Waterproof Manhole Inserts

Manhole inserts, designed to prevent inflow of water through and around the manhole cover, shall be provided. Inserts shall be manufactured from a corrosion-resistant material able to withstand the environment of a sanitary sewer system, road salts, oils and fuels. Inserts shall be as manufactured by Southwestern Packing & Seals Co. or equal.

PART 3. EXECUTION

3.1 Lines and Grades

A. General. The Engineer will establish the locations of all manholes by reference to landmarks on the ground and will establish a system of bench levels to be used in the construction of the sewer lines.

B. Laser Beam Method of Laying Sewer. Laser beams shall be used for laying gravity sewer lines. The equipment shall be maintained in a good operating condition. The allowable error shall be plus or minus 0.02 feet.

3.2 Water and Sewer Separation

Wherever sewer lines and water lines cross, or are adjacent to each other, special precautions shall be taken.

Sewer lines which are parallel to a water line must, if possible, be located a minimum lateral distance of 10 feet from any water lines measured from outside diameters. Where it is not practical to provide such a separation, care shall be taken to ascertain that the existing water line or existing sewer line is in good sound condition and that no evidence of joint leakage is known in that vicinity. If any such evidence does exist, the existing line shall be exposed by the Contractor at least 10 feet each side of the new pipe crossing, carefully examined, and any defects positively corrected. The Owner will arrange for examining and correcting any defects in the existing lines, but the Contractor shall cooperate in every way possible.

When sewer lines cross water lines, the sewer line shall be installed at least 24 inches below the water line. If this condition cannot be met, the Contractor shall expose the existing water line a distance of 5

SECTION 02731- GRAVITY SEWERS

feet each side of the new sewer line crossing, and shall encase the water line in concrete in accordance with the details shown on the drawings.

3.3 Installing Sanitary Sewer Pipe

A. Excavation. The Contractor shall not excavate trench beyond what is necessary for pipe installation to minimize risk of accident or trench collapse.

B. Bedding. Bedding shall be with No. 9, No. 67 or No. 78 crushed stone. Pipe shall be laid with bottom quadrant of barrel and bells of pipe underlain by at least a four inch depth of stone on earth subgrade and at least six inch depth of stone on rock subgrade. If trenches are dug too deep, they must be brought up to grade with crushed stone.

C. Pipe Installation. All pipe must be inspected for uniform diameter, straightness and defects. Rejected pipe must be removed from the project.

Pipe shall be laid to required lines and grades. The pipe lengths shall be fitted together and matched, so that they will form a sewer with a smooth and uniform invert. Laying will begin at the lowest point and proceed upstream with the bells of the pipe pointing upstream.

Tees and wyes shall be located at such points in the sewer so as to facilitate the service connection.

No backfilling (except for securing pipe in place) will be allowed until the Engineer has had an opportunity to make an inspection of the joints, alignment and grade. Such inspection shall not relieve the Contractor of further liability in case of defective joints.

D. Backfilling. Backfilling of excavated trenches shall be commenced as soon as possible after the sewer is installed and the jointing and alignment are approved.

Backfill in trenches within the limits of existing or proposed paved surfaces shall be compacted DGA up to the paved surface. Where open-cutting of a state maintained paved surface is allowed, the backfill shall be controlled density fill with a 28 day compressive strength of 50 pounds per square inch.

Backfill in trenches outside the limits of existing or proposed paved surfaces shall be either compacted DGA or No. 9 crushed stone, to twelve inches above the top of the pipe. The remaining backfill shall be compacted soil, capable of supporting growth of either seed or sod.

3.4 Manhole Installation

Manhole inverts shall be of factory made concrete construction and smooth. Where manhole inverts must be constructed, they shall be of 1:2 grout mix, in accordance with details on drawings. Inverts shall have the same cross-section as the invert of the sewer which they connect. The manhole invert shall be carefully formed to the required size and grade by gradual and even changes in sections. Changes in direction of flow through the sewer shall be made to a true curve with as large a radius as the size of the manhole will permit.

The cast iron frame for the manhole cover shall be set at the required elevation and properly anchored to the masonry. Where manholes are constructed in paved areas, the top surface of the frame and cover shall be tilted to conform to the exact slope, crown and grade of the existing adjacent pavement.

After backfilling has been completed, the excavated area, if located in a street, alley or sidewalk, shall be provided with a temporary surface.

SECTION 02731- GRAVITY SEWERS

3.5 Testing

A. Pipe Pressure Testing. The Contractor shall conduct low-pressure air tests of all pipe laid under this contract before putting the new sewers into service. The Contractor shall furnish all the necessary equipment and personnel required to conduct the tests, including pneumatic plugs, which shall have a sealing length equal to or greater than the diameter of the pipe to be tested.

The sewer line to be tested shall be flushed with water prior to the test. All pneumatic plugs shall be seal-tested before being used in the actual test installation.

Tests shall be made from manhole to manhole at an average pressure of 3.0 PSI greater than the average back pressure of any ground water present and shall be conducted in accordance with the test procedure outline below.

Plug all pipe outlets with suitable test plugs. Brace each plug assembly. If the sewer line to be tested is submerged in ground water, insert a pipe probe (by boring or jetting) into the backfill material adjacent to the center of the pipe, determine the pressure in the probe when air passes slowly through it. This is the back pressure due to ground water submergence over the end of the probe. All gauge pressures in the test shall be increased by this amount.

Add air slowly to the portion of the sewer line installation under test until the internal pressure is raised to 4.0 PSI. Allow at least two minutes for the air temperature to stabilize, adding only the amount of air required to maintain pressure.

When the pressure decreases to 3.5 PSI, start timing with a stop watch. Determine the time, in seconds, that is required for the internal air pressure to reach 2.5 PSI. Minimum permissible time for the 1.0 PSI drop (from 3.5 PSI to 2.5 PSI) shall not be less than 3 min. 57 sec.

The air test may be dangerous if a line is improperly prepared. It is extremely important that the various plugs be installed and braced in such a way as to prevent blowouts. Since an internal pressure of 5 PSI exerts a force of 250 pounds on an 8-inch plug, it should be realized that the sudden expulsion of a plug can be very dangerous. No one shall be allowed in the manholes of the section being tested until the lines have been depressurized.

Pressurizing equipment shall include a regulator set at 5 PSI to avoid over pressurizing and damaging an otherwise acceptable line.

B. Pipe Deflection Testing. After all backfill is in place, any pipe with stiffness (F/Y) of less than 100 psi shall be measured for vertical deflection. Maximum deflection of the installed pipe shall be limited to four percent of the internal pipe diameter. If the pipe is measured more than six months after all backfill has been placed, a deflection of five percent of the internal pipe diameter will be allowed. All pipe exceeding the allowable deflection shall be replaced or re-rounded by the Contractor.

C. Manhole Testing. Manholes shall be tested after installation with all connections in place. The test shall include testing of the seal between the cast iron frame and the concrete cone, slab or grade rings. Lift holes, if any, shall be plugged with an approved, non-shrink grout prior to testing.

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. The plug must be inflated at a location past the manhole/pipe gasket.

The test head shall be placed inside the frame at the top of the manhole and inflated, in accordance with the manufacturer's recommendations.

SECTION 02731- GRAVITY SEWERS

A vacuum of 10 inches of mercury shall be drawn on the manhole. Shut the valve on the vacuum line to the manhole and disconnect the vacuum line.

The pressure gauge shall be liquid filled, having a 3.5 inch diameter face with a reading from zero to thirty inches of mercury.

The manhole shall be considered to pass the vacuum test if it holds at least 9 inches of mercury for the following time duration:

Manhole Depth	Time (minutes)		
	4' Dia.	5' Dia.	6' Dia.
20 feet or less	1	2	3
20.1 to 30 feet	2	3	4

No joints will be accepted that show leakage and if after backfilling and inspection any joints are found that are allowing ground water to enter the sewer, such joints must be dug up and corrected.

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.

End of Section

SECTION 02936 - SEEDING

PART 1. GENERAL

1.1 Work Included

The work described herein shall consist of replacing the surface soil, furnishing and incorporating the materials, for all exposed earth areas.

1.2 Submittals

Submit certificates of analysis and weight for all fertilizers to the Engineer. All seed shall be delivered in separate bags or packages according to species. The tags from each package shall be delivered to the Engineer.

PART 2. PRODUCTS

2.1 Seed

Seed shall be certified seed to be the latest season's crop and shall be delivered in original sealed packages bearing the producer's guaranteed analysis for percentages of mixtures and pure live seed. Seed shall be labeled in conformance with U.S. Department of Agriculture rules and regulations under the Federal Seed Act and applicable state seed laws. Seed that has become wet, moldy, or otherwise damaged will not be acceptable.

Seed Mixture	Lbs./Acre PLS
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For permanent cover:

Kentucky 31 Tall Fescue	15
Birdsfoot Trefoil	8

For temporary cover during application period from February 15 to May 15 and August 1 to November 1:

Either	
Annual Ryegrass	5
or	
Perennial Ryegrass	10

For temporary cover during application period from May 15 to August 1:

Either	
Foxtail Millet	12
Pearl Millet	10
Japanese Millet	15
Weeping Lovegrass	2.5
or Bermuda Grass	4

For temporary cover for application period from November 1 to February 15:

Winter Wheat	100
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2.2 pH Adjusters

Agricultural limestone shall have a minimum calcium carbonate equivalent of 90 percent and shall be ground to such a fineness that at least 90 percent will pass a 10-mesh sieve and at least 50 percent will pass a 60-mesh sieve. Agricultural ground limestone shall be from quarries approved by the Kentucky Department of Agriculture.

2.3 Fertilizer

Fertilizer shall be a commercial grade ammonium nitrate (33.5-0-0), monocalcium phosphate (0-46-0), and potassium chloride (0-0-60). Where fertilizer is furnished from bulk storage, the Contractor shall furnish a supplier's certification of analysis and weight.

2.4 Mulch

Mulch shall consist of wheat or rye straw. The mulch material shall be air dry, reasonable light in color, and shall not be musty, moldy, caked, and shall not contain noxious weeds.

2.5 Inoculants

Inoculant for treating legume seeds shall be a pure culture of nitrogen-fixing bacteria prepared specifically for the species and shall not be used later than the date indicated on the container. A mixing medium, as recommended by the manufacturer, shall be used to bond the inoculant to the seed. Seed shall be sown within twenty four hours of treatment and shall not remain in a hydraulic seeder longer than four hours.

PART 3. EXECUTION

3.1 Delivery, Storage and Handling

Fertilizer and limestone shall be delivered to the site in the original, unopened containers bearing the manufacturer's guaranteed chemical analysis, name, trade name, trademark, and conformance to State and Federal laws. In lieu of containers, fertilizer and limestone may be furnished in bulk and a certificate indicating the above information shall accompany each delivery.

Seed, limestone and fertilizer shall be kept in dry storage away from contaminants, insects and rodents.

3.2 Preparation of Seed and Planting Beds

A. Tillage: Soil shall be tilled to a depth of at least 4 inches. Tillage shall be accomplished by plowing, disking, or harrowing during periods when beneficial results are likely to be obtained. Undulations or irregularities in the surface shall be leveled before the next specified operations.

B. Placing topsoil: Topsoil shall be spread evenly with a minimum thickness of 2 inches. Surface irregularities resulting from topsoiling or other operations shall be leveled. Topsoil shall not be placed when the subgrade is frozen, excessively wet, extremely dry or excessively compacted.

C. Application of Soil Conditioners: Lime shall be applied by tillage at the rate of four tons per acre. Fertilizer shall be applied at the rate of 120 pounds per acre of each nutrient. Equivalent amounts are 353 pounds of ammonium nitrate (33.5-0-0), 261 pounds of monocalcium phosphate (0-46-0), and 200 pounds of potassium chloride (0-0-60). Lime and fertilizer rates may be adjusted with the approval of the Engineer based upon the results of soils testing of final cover material. All fertilizers, pH adjusters, and soil conditioners shall be incorporated into the soil to a depth of at least 2 inches.

3.3 Seeding

A. Seed shall be broadcast uniformly at the required rate. The seed shall be covered to an average depth of 1/4 inch by means of spike-tooth harrow, cultipacker, or other approved device. Seed shall not be broadcast when winds are above 10 mph.

B. Immediately after seeding, the entire area shall be firmed with a roller not exceeding 90 pounds for each foot of roller width and the soil moistened to a depth of 6-8 inches. If seeding is performed with a cultipacker-type seeder or if seed is applied in combination with hydromulching, rolling will not be required.

3.4 Maintenance

Seeded areas shall be protected and maintained by watering and replanting as may be necessary to produce a uniform stand of grass. Maintenance shall continue until a dense, uniform turf is established composed of the grasses specified and until acceptance, and shall include repair of damage caused by erosion.

End of Section

PART VIII
SECTION GC
PE NATURAL GAS PIPING SYSTEM

PART 1 - GENERAL

1.1 SUMMARY

- A. This section shall apply to the materials and operations required for the installation of underground gas distribution systems, including but not limited to all piping, fittings and other materials, trenching, installation, joints, location devices, service risers, backfilling, testing and clean up for a complete gas main installation. All excavation is unclassified

1.2 SUBMITTALS

- A. General: Submit the following items in accordance with the General Conditions of Contract and Specifications.
- B. Product Data: Submit product data for the following materials and items
 - 1. Pipe
 - 2. Fittings
 - 3. Valves
 - 4. Valve boxes
 - 5. Test Boxes and markers
 - 6. Risers
 - 7. Transition fittings.
- C. Installation Instructions: Submit installation instructions for the following materials and items
 - 1. Pipe
 - 2. Isolation and Control Valves
- D. All welding certifications shall be submitted to the Inspector for verification of quality assurance at least two weeks prior to starting any work. The procedures and certifications will be reviewed by the owner's welding inspector.

1.3 QUALITY ASSURANCE

Provide gas pipe and gas valve products manufactured to Title 49 of the Code of Federal Regulations, Part 192, "Transportation of Natural and Other Gas by Pipeline, Minimum Federal Safety Standards", issued by the Office of Pipeline Safety Operations, Materials Transportation Bureau, Department of Transportation.

Workers'Qualifications: Employ only workers personally certified by the gas utility company as being experienced and skilled in actually making fused joints in plastic gas piping and appurtenances. Submit credentials of the workers to be engaged in fusing and/or welding the plastic gas piping and appurtenances to the gas utility company for its review. Obtain the gas utility company's approval of those individuals for performing such work.

PART 2 – PRODUCTS

2.1 PIPE

The underground gas distribution system shall be all polyethylene plastic pipe PE 3406, PE 3408, PE 2406 and PE 2408, SDR 11 IPS, (Performance Pipe CPCC8100 or approved equal) unless otherwise specified on the contract drawings. The polyethylene plastic pipe used shall conform with the latest American Society of Testing Materials (ASTM) D2513, publication of specifications for thermoplastic gas pressure pipe, tubing, fittings and the following ASTM minimum test requirements (D 1505, D 1238, D 1693, D 638, D 256, D 1525, D 746, D 3350, D 638, D 2240, D 696, D 2837).

2.2 PIPE FITTINGS AND VALVES

- A. Heat fusion fittings shall conform to ASTM D2513 and be installed in accordance with article 3.01 of this specification and the manufacturer's recommendations. Heat fusion joints shall be allowed only when joining new sections of pipe together that are of the same type (ASTM D2513 PE3408 or PE2406) and size unless approved by the owner's gas system engineer. All other connections shall be electrofusion couplings. . Electrofusion fittings shall be Kerotest, Central or approved equal.
- B. Mechanical joint fittings shall conform to ASTM D2513 and be installed as per manufacturer's recommendations.
- C. Valves shall be full-port polyethylene ball valve SDR 11, high density PE3408 or PE2408 body, with 2-inch operating square. Valves shall meet the requirements of American National Standards Institute (ANSI) B16.40, U.S. Department of Transportation (DOT) Title 49 Code of Federal Regulations (CFR) Part 192, and ASTM D2513. Valves shall be Nordstrom "Poly-Gas" valve, Kerotest, or approved equal. Where full-port valves are not available from the manufacturer, the next larger size valve shall be provided. Provide valves with manufacturer's extended stem or fabricate valve extension per The Owner standard detail where valve wrench longer than 18-inches would otherwise be required to operate valve. Valves with exposed metal parts requiring cathodic protection or which require any maintenance or lubrication will not be allowed.
- D. Valve Boxes: Valve boxes shall be Tyler model 6860 or approved equal, cast-iron shaft screw type, with lid marked "GAS", length to suit burial depth. Install per manufacturer's recommendations and the standard details.
- E. Test Boxes:
 - 1. Flush mount test boxes shall be Handley model T4H5C or approved equal, 4" diameter, 18-inch long flared plastic body, cast iron lid with "TEST" cast in cover,

heavy duty cast iron flange suitable for direct installation in asphalt, 5 terminals, vent hole in lid.

2. Raised type shall be Cott Manufacturing "Big Fink" or approved equal, number of terminal leads to suit, yellow polyethylene 3" diameter 5-foot long mounting conduit with "GAS" written on post.

F. Risers shall be R.W. Lyall "Lyco" 90 degree Bend Rigid Anodeless risers or equal.

G. Transition Fittings shall be R.W. Lyall "Lyco" or approved equal with PE 3408 and ASTM A53 end connections, size and thickness to match connecting pipe sizes.

PART 3 – EXECUTION

3.1 PIPE

A. General Installation

Do not install gas lines under buildings, structures, or in crawl spaces.

Do not run gas lines under sidewalks or equipment pads adjacent to a building. If unavoidable, encase in a non-metallic conduit that shall be vented above grade to the outdoors and shall be installed as to prevent the entry of water and insects.

Burial Depth: Buried plastic piping shall be buried a minimum depth of 24 inches in grass areas, 36 inches under sidewalks and drives and 42 inches under State Highways or as required by DOT permits unless noted otherwise.

B. Trenching

Trench width: Width shall be wide enough to provide at least 6 inches clearance on both sides of the pipe. Trench width shall not exceed outside diameter of pipe plus 24 inches to an elevation 12 inches above the top of pipe.

It shall be the responsibility of the contractor to determine the location and elevation of existing subsurface utilities or underground improvements in advance of trenching operations. All subsurface or underground damage to such facilities must be repaired immediately at the Contractor's expense. Due care shall be exercised in excavating the trench, not to damage existing pipelines or other underground installations. The trench shall be excavated by hand when machine excavation could cause damage to pipelines and other underground installations.

Trench bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along the trench subgrade. Padding of the trench with 4" soft earth is required unless otherwise directed by the engineer. The depth of the trench through rock shall be sufficient to allow for a minimum of 4" of

earth padding or rock shield and maintain the specified cover.

- C. Plastic pipe shall not be subjected to unnecessary strains such as bending or twisting at any time and shall be handled with care as it is lowered into the ditch. The pipe shall be laid on the ditch bottom in such a manner as to snake the pipe from one side of the ditch to the other with one cycle approximately every 40 feet. The pipe shall be laid and continuously supported on undisturbed or well-compacted soil. The PE pipe shall at all time be handles with equipment which will not damage the pipe. Wide padded skids designed to prevent damage to the pipe shall be used. Bare metal cables, chains, hooks, metal bars and skids shall not be permitted to come in contact with the pipe. The PE pipe shall be lowered in such a manner as to prevent damage to the pipe from abrasions, scuffing or cracking.

1. Underground Clearance: Each distribution line shall be installed with at least 12" of radial clearance from any other underground structure not associated with the distribution line. In addition, all plastic pipe and plastic service lines shall be installed with sufficient clearance, or shall be insulated, from any source of heat so as to prevent the heat from impairing the serviceability of the pipe.
2. Bends: The pipe may be bent or deflected no more than to the minimum radius recommended by the manufacturer and in no case shall the radius be less than 20 times the pipe OD. Bends shall be free of buckles, cracks, or other evidence of damage. Changes in direction, which cannot be made by bends, shall be made with elbow or tee fittings. Elbow or tee fittings shall not be trimmed to fit. Miter joints are not permitted.
3. Obstructions in the Pipe: The open ends of the pipeline shall be closed at all times, and shall not be reopened until such time as the next joint of pipe is to be connected. This closure shall be capable of preventing the entrance of small animals or the introduction of foreign material (water included) of any nature into the line.
 - a. After the pipe has been strung along the right-of-way, each length shall be swabbed prior to welding it into the pipeline. The swab shall be a soft cloth. Each length shall be visually inspected internally prior to use.
 - b. Care shall be exercised when joining the sections of pipe to minimize the possibilities of any foreign material being in the line after its completion. The Contractor shall remove any obstructions in the pipeline caused by foreign material.
 - c. After the pipeline or measured portions thereof is complete, the Contractor shall run a polyurethane pipeline pig through the line twice. Prior to the pigging operations, a pig catcher shall be installed to the end of the pipeline. This attachment will prevent the pig from blowing off during the operation. The pigging operation shall provide for the controlled running of the pig. The pig shall be moved by air pressure only. The use of gas pressure in the pigging operation is prohibited.
- D. Backfill: In warm weather, backfilling shall be performed during the coolest part of the day whenever possible. Backfill material shall be soft dirt or sand free of stones or debris that may cut or otherwise damage the pipe. No rock greater than 1/2" in diameter is permitted in the trench within the zone around the pipe. This clean backfill material shall surround the pipe for at least 4" or one pipe diameter (whichever is greater) in all directions. In unpaved areas, backfill shall be initially mounted over the center of the trench to a height which will insure complete filling of the trench after settlement.
 1. Place backfill with a maximum of 8" lifts and perform tamping with the proper equipment. The pipe shall not be damaged during compaction. No flooding of the trench shall be allowed without review and approval by the Owner and Engineer. When flooding of the ditch is used to consolidate backfill, the pipe shall not be allowed to float from its bearing on the ditch bottom. Compaction with heavy equipment is not permitted unless the pipe has 24" of dense cover and the pipe internal pressure exceeds 15 psig.

- E. **Location Device:** Install an electrically conductive AWG14TW single conductor copper wire with yellow insulation. The tracer wire shall be installed at a distance of four to six inches adjacent to the pipe. The wire and all of its connections shall be insulated to prevent corrosion. The wire and locating tape shall be installed as shown on drawing details. The wire shall not be spiraled around the pipe nor taped to the pipe. Wire connections are to be made with split bolt connectors such as Scotchlok 562 connector or equal. The splice shall be wrapped with one layer of rubber electrical tape with a 50% overlap. At least every 1000 feet, provide a 2.3 kg (5 pound) magnesium anode attached to the main tracer wire. An anode shall be attached at the end of each line. Place anodes into augured holes by grasping the cloth gathered at top of packaged anode. Under no circumstances lower anode into hole by lead wire alone. Pre-soak packaged anodes in water for at least 15 minutes prior to installation. Pour a minimum of 3 gallons of water over anode after it has been positioned in the augured hole. Tamp fine dirt or paddled around anode to insure contact between anode and native earth. Adequate slack in the lead wire to preclude tearing lead wire loose during backfilling and compacting procedures. Locate anodes so that minimum distance of 36 inches is maintained between anode and structures to which it is to be attached. Connect lead wire to metal piping where applicable by using the thermite welding process. Connection shall be waterproofed by use of cold applied, coal-tar pitch conforming to ASTM D450, and then covered by a pipeline felt or similar patch prior to backfilling. The detectable warning tape shall be standard, 4-Mil polyethylene 3 inch wide tape, non-detectable type, yellow with black letters, and imprinted with "CAUTION BURIED GAS LINE BELOW".
- F. **Tie-in to Other Lines:** After lowering the pipe into the ditch and prior to joining installed sections or making tie-ins to other lines, sufficient time shall be allowed for contraction as the pipe assumes ground temperature. Tie-ins to existing lines shall be performed in an atmosphere absent of gas. Tie-ins or connections to all existing lines shall be made using the appropriate electrofusion couplings. Hot tie-ins shall be permitted only when using electrofusion-tapping tee after providing documentation of procedures to be used and obtaining written authorization from the Owner. Procedure shall be performed in the presence of the utilities maintenance representative.
- G. **Pipe Squeeze-Off:** Shall be permitted only using squeeze tool meeting ASTM F1563 and following procedures meeting ASTM F1041. Contractor shall be allowed only to perform squeeze-off operation after providing documentation of procedures to be used and obtaining written authorization from the utility. This action may not be performed more than once at the same point on the pipe. Procedure shall be performed in the presence of the utility representative and project inspector.
- H. **Static Discharge Protection:** Whenever performing work on or near gas lines that could potentially contain combustible gas contractor shall evaluate potential for static discharge. Work shall be permitted only after providing documentation of procedures to be used and obtaining written authorization from The Owner. Procedure shall be performed in the presence of the Owner and Inspector.

3.2 JOINING OF POLYETHYLENE PLASTIC PIPE

- A. General: The Contractor's personnel who perform heat-fusion joining on distribution facilities shall be qualified by the pipe manufacturer's qualifying representative prior to starting any work. The Contractor shall submit a list of qualified joiners to the inspector. The list shall include the date of qualification, and the name of the utility inspector that was present for the test. Qualified operators only shall make plastic fusion connections for piping according to the pipe manufacturers standards and according to DOT Title 49 CFR Part 192. No person shall make a joint in a plastic pipe unless that person has been qualified under the applicable joining procedure and in accordance with Part 192. The contractor shall qualify his personnel in a manner acceptable to the Owner and the regulatory authorities that have jurisdiction over the project.

No heat-fusion joining shall be performed when the quality of the joining may be adversely affected by weather conditions. Rain, blowing sand, windstorms, and other inclement weather shall be cause for the inspector to cease welding operations. Windshields may be used during windy weather if approved by the inspector and engineer.

- B. Heat-Fusion Joints: Heat the mating surfaces to their fusion temperature, compressing the mating surfaces together, and holding the mating surfaces together until the joint cools naturally. Direct application of heat using a torch or other open flame is prohibited.

Equipment and tools, which are manufactured specifically for the fusion process, shall be used. The equipment shall be designed to hold the heating element firmly against and parallel to the mating surfaces, compress the heated surfaces together and hold the surfaces firmly together in alignment until the joint cools naturally. The heating elements shall be accomplished by the electric type, which are thermostatically controlled. The heating tools shall be capable of maintaining uniform surface temperature within the melt-temperature range specified by the material manufacturer. A crayon temperature indicator shall be used by the Contractor to verify that the heating element temperature is correct prior to making each joint. The temperature crayon mark shall not be applied to the part of the heater face that comes in direct contact with the pipe.

- C. Marking of Joints: Each person performing heat-fusion joining on a pipeline shall have a distinctive mark which shall be placed on the pipe with a felt-tip pen near each heat-fusion joint completed. The mark shall be that appearing on the welder's certification card. The color of the pen shall be such that the mark is distinguishable from the color of the pipe. At any time during the assembly process, the inspector may request that a joint be tested by non-destructive or destructive methods.

3.3 MATERIAL HANDLING AND DEFECTS

When loading or unloading plastic pipe, the pipe shall be placed into the desired position without damage. The pipe shall not be allowed to drop freely from the truck bed to the ground. The pipe shall be strung onto terrain free from rocks or other projections, which might cause damage to the pipe. The pipe shall not be dragged over rocks or other abrasive material.

- A. Plastic pipe shall be protected from fire, excessive heat, or harmful chemicals. Cleaning solutions, detergents, solvents, alcohols, etc., shall not be allowed to contact the pipe.

- B. Inspection of Materials: The Contractor shall visually inspect each length of pipe and all components, both inside and out, at the site of installation to insure that it has not sustained damage that could impair its serviceability. A second surface inspection shall be made immediately prior to lowering the pipe into the ditch.
- C. Damage, Defects and Repairs: Any pipe which has cuts, gouges, scratches, or punctures greater than 10 percent of the pipe wall thickness or other damage or defects that would impair the serviceability of the pipe shall be repaired by removal of the defective section and replacement by a new section of pipe.

3.4 TEST REQUIREMENTS

- A. Prior to testing the PE mains, the pipe shall be cleaned and prepared for testing in accordance with the following procedures:
 - 1. Foam type cleaning pigs shall be run through the pipeline in advance of the testing. All pigs shall be run using compressed air supplied by an air compressor having a rated capacity of 600 scfm or more at a discharge pressure of not less than 100 psig.
 - 2. Contractor shall furnish and run foam type pigs in such number and combination as to effectively clean the interior of the pipeline. The cleaning process shall remove dirt and other debris materials from the pipe walls.
 - 3. The pipe shall be considered sufficiently clean when in the opinion of the Owner additional cleaning will not remove significant additional material from the pipeline. This condition will be achieved when the following procedures are followed and results are obtained:
 - a) Each cleaning pig shall be run at an average speed between 2 to 5 miles per hour. The travel speed shall be regulated by restricting airflow into and from the pipe section.
 - b) In the event entrained dirt or other solids are visible during the blow down procedure or following the pig runs, then the cleaning procedure shall be repeated.
- B. The Contractor, in accordance with the following procedure, shall test all new segments of line. The utility representative and inspector shall be notified prior to the start of each test. Inspect, test, and purge natural gas systems according to NFPA 54, Part 4 "Gas Piping Inspection, Testing, and Purging", Title 49 of the Code of Federal Regulations, Part 192 and local gas utility company requirements. The contractor shall provide all labor material, equipment and services to perform the complete pressure testing including but not limited to furnishing all fill, test fittings, manifold piping, valves, high pressure hoses, pressure and temperature gages and recorders, dead weight testers, pigs, charts and all other testing apparatus as may be required. Test Procedure:
 - 1. A test medium of air / nitrogen shall be the test media. The air used in testing shall be free of contaminants.
 - 2. The temperature of the plastic material shall not exceed 100 deg F due to the temperature of the compressed air or any other source.

3. The minimum test pressure shall be 1.5 times the maximum operating pressure or 90 psig whichever is greater. Distribution pressure is 60 psig, so required test pressure for distribution system shall be 90 psig for a period not less than 8 hours. Contractor shall furnish fill equipment consisting of a compressor having a rated capacity of 600 scfm or more at a discharge pressure of not less than 100 psig.
 4. The contractor shall furnish and inject Methanol or other chemical additives if required by the Owner. Contractor is responsible for recovering and disposing of chemicals used in accordance with all applicable environmental regulations.
 5. Tie-in joints, which are not included in the test, shall be soap-tested at the operating pressure. After the soap test, all of the soap shall be removed from the pipe by a thorough washing with water.
 6. Due to the possibility of static electric discharge, Polyethylene pipe and tubing shall not be used as vent lines in testing or purging operations. Main line valves shall be in the full open position so that the valve seats and gate segments are not subjected to the test pressure.
 7. Report test results promptly in writing to the contracting officer.
 8. Verify that specified piping tests are complete.
- B. Test Duration: The pressure shall be maintained at or above the minimum test pressure for the periods shown in the following tables. Time shall begin when the pressure in the system has stabilized. Any leakage in the line shall be cause for failure of the test. If the test is failed, the Contractor shall repair the defective line and retest at no additional cost to the owner. The Owner .

Length	Time in Hours
100 feet or less	1
101 feet to 500 feet	2
501 feet to 2,000 feet	3
2,001 feet to 10,000 feet	12
Over 10,000 feet	16

- C. Compensation for Change in Temperature: The temperature shall be monitored throughout the test duration. Losses due to change in temperature shall be calculated with the following equation:

$$\text{Corrected Ending Pressure (psia)} = \frac{\text{Measured Ending Pressure (psia)} \times \text{Starting Temperature (F)} + 460}{\text{Ending Temperature (F)} + 460}$$

$$\text{Absolute pressure (psia)} = \text{Gauge Pressure (psig)} + 12.2$$

- D. Pressure Gauges: For test pressures of 10 psig or less, gauge shall have increments of 1/10th psi or less, for pressures greater than 10 psig gauges shall have increments of one psi or less. The maximum scale on the gauge shall be no more than twice the test pressure applied.

- E. Safety During Test: Every reasonable precaution shall be taken to protect workers and the general public during testing. No direct connections will be permitted from the new line to any existing gas lines unless they are physically separated. Suitable steps shall be taken to keep persons not involved in the test procedure out of the testing area during the test.
- F. Test Records: The attached "Exterior Gas Piping System Test Record" shall be prepared as part of the test procedure. The completed form shall be submitted to the inspector for final approval. Complete test records shall include:
 - a) all tests results by section and by test if more than 1 test is run on a given section,
 - b) description of starting and terminal points for each test,
 - c) date and time of the test,
 - d) ambient temperature readings at the beginning and end of the test,
 - e) dead weight readings at the beginning and end of the test,
 - f) test medium,
 - g) certification of contractor and utility inspector,
 - h) explanation of any discontinuities in pressure on any chart,
 - I) continuous pressure and temperature charts for the test duration,
 - j) if a leak was found, the contractor shall furnish the location of the leak, pressure at the time the leak was detected, time and date the leak was detected and repaired and the apparent cause of the leak.
- G. The test shall not be considered successfully concluded should an unexplained appreciable pressure loss be indicated by the test data. If pressure deviations indicate that a leak exists, the contractor shall check all test lines and connections and test equipment. Should no leaks be found, then an underground leak is indicated. The contractor shall furnish all labor, equipment and materials to locate and repair the leak. After repairs are made, the contractor shall repeat the cleaning and testing of the damaged section of main in accordance with the test procedures.

- END OF SECTION -

Exterior Gas Piping System Test Record

VIII-GC-10



Check off boxes as you complete each line.

G Project No.: _____ Project Title: _____

G Test conducted by: Name: _____
Company: _____

G Utility Inspector: _____

G Attached qualifications of individual conducting test.

G Pipe size: G 2" pipe or less G 4" pipe or greater
G Total length of pipe: _____ feet

G Test duration required: _____

G Test duration used: _____

G Test fluid used: _____

G Maximum operating pressure: _____ psig

G 1.5 times maximum operating pressure = _____ psig

G Required test pressure = greater of 60 psig or 1.5 x MOP = _____ psig

G Temperature at start of test: _____ (°F)

G Test pressure at start of test: _____ psig

G Temperature at end of test: _____ (°F)

G Test pressure at end of test: _____ psig

G +12.2 = _____ psia

G Temperature correction factor = $\frac{\text{starting temperature (F)} + 460}{\text{ending temperature (F)} + 460}$ = _____

G Corrected pressure at end of test =
pressure at end of test (psia) x temperature correction factor = _____ psia

G -12.2 = _____ psig

G Any leaks / failures noted and disposition if any: _____

G Contractor's Signature Inspector Signature Date

PART VIII
SECTION GD
TECHNICAL SPECIFICATIONS
SPECIAL ITEMS OF CONSTRUCTION IN GAS MAIN INSTALLATION

PART 1 - General

These specifications govern special crossings, installations and construction procedures required to deal with unusual construction items or special requirements of governing agencies.

PART 2 - State Highway Crossings

In all cases, these crossings will be made in compliance with the requirements of the State Highway Department. Such requirements will normally be described by the appropriate District Highway Office. In general, unless otherwise shown on the plans or otherwise directed by the ENGINEER, the crossing of all State Highways shall be accomplished by boring under the roadway. In addition, the crossing of service lines 1-1/2 inches and greater under rigid and flexible surfaced paved roads shall be accomplished by boring and jacking a casing pipe under said roadway. In certain cases, as shown on the plans, service lines of all sizes will require casing pipe installed with the crossing.

In general, the crossing of city streets and certain county roads with main lines and the crossing of unpaved streets with main lines or service lines shall be accomplished by open trenching.

2.01 Open Trench Crossings

The trench shall be excavated to a minimum width that will allow the pipe installation. The trench walls shall be kept as nearly vertical as possible. The minimum specified cover above the pipe shall be maintained. The Standard Details section of the plans shows the requirements for open trench crossings.

The backfill in the trench under any roads, driveways, or parking areas where the open trench method is used shall be of the type shown in the Standard Details and shall be deposited and compacted in uniform layers not to exceed the depth shown in the Standard Details.

The surface of the road, driveway, or parking areas shall be replaced with the same type of material as specified under pavement replacement. Payment will be made based on actual measurements and maximum pay widths as shown in the details and not based on material purchased or used.

2.02 Boring and Jacking

The work is herein defined as the operations in which both the boring by auger and the jacking of the casing pipe are done mechanically and in which the diameter of the casing pipe is too small to permit hand working at the heading of the casing pipe. Two basic methods are; (1) pushing the casing pipe into the fill or earth simultaneously as the boring auger drills out the ground; and (2) drilling the hole through the fill or earth and pushing the casing or carrying pipe into the hole after the drill auger has completed the bore.

A suitable approach trench shall be opened adjacent to the slope of the embankment, or adjacent to point of bored and jacked section as shown on the plans. The approach trench shall be long enough to accommodate the selected working room. Guide timbers or rails for keeping the casing pipe on line and grade shall be accurately set and maintained in the bottom of the approach trench and with heavy timber back-stop supports installed at the rear of the approach trench to adequately take thrust of the jacks without any movement or distortion. It is paramount to the securing of acceptable tolerance limits of workmanship in the boring and jacking operation that extreme care be taken in the setting of all guides, rails and jacks to the end that the casing pipe in final position be within the limits of acceptability for the placing and laying of the carrier pipe. The minimum cover of 36 inches under the roadway must be maintained. Additional depth may be required as shown on the plans.

In general, the diameter, thickness, style, joints and materials selected for casing pipe shall be as shown on the plans and shall be considered as "minimum" requirements, all subject to prior approval of the ENGINEER. In all cases, the approval for construction by agreement with the private company and/or construction permit issued by the State, County, or Municipal agency will be required before construction starts.

Steel casing pipe for road and railroad crossings using the boring and jacking method shall be steel, plain end, uncoated and unwrapped, and shall be furnished in at least 18-foot lengths. Steel pipe shall meet the requirements of ASTM Specification A-120. Pipes up to and including 4 inches in diameter shall be Schedule 40. Pipe larger than 4 inches shall have a wall thickness equal or greater than 0.250 inches. The diameter of all casing pipes shall be as noted in Standard Details section of the plans. All casings shall be properly sealed and vented in accordance with Part 192.

The steel casing pipe shall be bored and/or jacked in place at the locations as shown on the plans or as directed by the ENGINEER. All joints between lengths shall be solidly welded with a smooth nonobstructive joint inside. The casing pipe may be extended beyond the boring limits by open trenching as shown in the Standard Details. This would apply when the casing is required from right-of-way or ditch line to ditch line. Open trenching at jacked or bored locations will be allowed no closer than 3 feet from edge of pavement. Sand backfilling of the annular space between the carrier pipe and the casing pipe shall be mechanically placed by suitable method when required and where shown on the plans. After the main has been installed inside the casing pipe, inspected and tested, both ends of the casing pipe shall be sealed completely in a manner acceptable to the ENGINEER.

Where road crossings are made using plastic pipe or copper the location of joints under the roadway should be avoided by using lengths of adequate dimension for the crossing. This principle also applies to other types of pipe where sufficiently long lengths are available.

PART 3 - RAILROAD CROSSINGS

At all railroad crossings, cover pipe shall be jacked or pushed beneath tracks and the carrier pipe jointed and pushed through the cover pipe. Detailed drawings of railroad crossings including the length of casing and depth below track are shown in the plans. CONTRACTOR shall obtain and pay for services of a representative of the railroad to direct the CONTRACTOR's operations while on the railroad property when required by the railroad.

PART 4 - CREEK CROSSINGS

4.01 Special Creek Crossing

Where required on the plans or instructed by the ENGINEER, the CONTRACTOR shall construct a special creek crossing either Type A or B as shown in the Standard Details. Where the crossing is made in a creek which has a solid rock floor, the trench shall be cut in rock of such depth as to provide a cover all around the pipe of encasement class concrete as shown in the Standard Details. Concrete shall be thoroughly puddled in place. Where the crossing is in loose rock or unstable earth where bed movement is expected, the special crossing shall be the concrete anchor type shown in the Standard Details. Two short sections of pipe shall be used within eight (8) feet of each side of the stream crossing. Crossings shall be scheduled for construction in times of low flow, if practicable, otherwise cofferdams of sand bags or clay shall be used to divert the stream flow while crossing is made. For sharp vertical curves, follow bending standards to meet the dimension and avoid use of rigid fittings where possible. Concrete shall not be placed under water and CONTRACTOR shall provide suitable pumps to keep water out of trench excavation during stream crossing construction. Mud and water shall not be allowed to enter the carrier pipe installation. Waterproof plugs shall be provided, if necessary, to prevent water entry. A typical stream crossing section is shown in the Standard Details.

4.02 Normal Earthen Creek Crossing

Where the stream crossing is made in earth or other beds which are stable (no casing or anchorage required), then the pipe will be laid in a narrow trench at the depth specified in the Standard Details to maintain the required cover between pipe and stream bed. Initial backfill will be mechanically compacted. Trench backfill in any stream crossing area from one (1) foot above the top of the pipe shall consist of trench excavated rock, if available. No extra payment will be made above normal construction for this type of creek crossing.

4.03 Materials

The type of main line installed at the Crossing will be specified in the plans. Concrete encasement locations and limits for stream crossings are shown on the plans for information only. The actual limits in locations where concrete encasement shall be required shall be determined in the field by the ENGINEER. The CONTRACTOR shall notify the ENGINEER of any rock excavation encountered in the area of the stream, ditch, or other area where erosion could jeopardize the pipe cover. Upon such notification, the ENGINEER shall instruct the CONTRACTOR as to whether concrete encasement should be used and the limits therefore. Failure by the CONTRACTOR to notify the ENGINEER in the above areas may result in re-excavation for placement of concrete encasement.

PART 5 - RIVER OR LAKE CROSSINGS

Crossings in rivers or lakes where the pipe cannot be laid in a trench shall normally be made with fused polyethylene pipe. Details for any required installations of this type including pipe required, number, size and location of anchors, and installation technique are shown in the plans.

PART 6 - BRIDGE CROSSINGS

Wherever possible bridges will not be utilized for stream crossings. However, where it is necessary for the main line to be attached to bridges, the pipe shall be securely fastened to bridge stringers or beams using supports as dimensioned and located in the plans. The carrier pipe shall be insulated with Vermiculite or other approved material to prevent freezing. Expansion joints to allow for movement of the bridge will be required as shown on the plans.

PART 7 - PIPE BEDDING

7.01 Standard Pipe Bedding

Whenever the "undercutting method" is used to bed pipe lines, the CONTRACTOR shall furnish the standard pipe bedding for the continuous support of pipe. The standard pipe bedding shall be evenly spread fine granular earth material or shall be bank run sand and gravel or dense graded aggregate and shall be placed as shown on the drawings and Standard Details in accordance with the following pipe materials and under normal stable earth trenching conditions:

<u>Pipe</u>	<u>Bedding</u>
Steel (4 inches and smaller), copper, galvanized	earth trench bottom (leveled)
PE (above 4 inches)	compacted earth backfill
C.I. and D.I. (less than 4 inches)	compacted earth backfill
C.I. and D.I. (4 inches diameter and above)	compacted crushed stone backfill

No substitutions for standard pipe bedding will be allowed unless approved in writing by the ENGINEER. Standard pipe bedding is not a separate pay item and is to be included in the unit price bid per foot of pipe.

7.02 Special Pipe Foundation

When ordered by the ENGINEER, yielding and mucking material in subgrade shall be removed below ordinary trench depth in order to prepare a proper bed for the pipe. In such locations, a special pipe foundation shall be constructed utilizing encasement class concrete in accordance with the Standard Details. This special pipe foundation is a separate pay item. The special foundation or other special laying conditions may be required because of soil conditions, depth, traffic or other reasons. These will be extra pay items.

7.30 Standard Concrete Encasement

Concrete encasement of pipe shall be placed as directed by the ENGINEER in accordance with the Standard Details. Concrete pipe shall be mixed sufficiently wet to permit it to flow under the pipe and to form a continuous bed. In tamping concrete, care should be taken not to disturb the grade or line of the pipe or injure the joints. Concrete placed outside the specified limits or without authorization from the ENGINEER will not be subject to payment.

Concrete for encasement is described elsewhere in these specifications. Standard concrete encasement is a separate pay item.

PART 8 - NOTIFICATION OF UTILITY COMPANIES

The ENGINEER assumes no responsibility for the exact location of underground utilities and the CONTRACTOR shall locate such utilities to his own satisfaction. The CONTRACTOR shall notify the appropriate utility company for location of said utility lines in the field before excavation begins. The CONTRACTOR shall be solely liable for any damages to any utilities or private property during construction and for arranging for coordination with utility representatives.

PART 9 - BLASTING

When rock excavation is encountered, the CONTRACTOR shall notify the ENGINEER before any blasting is done. Whenever blasting is necessary, ample precautions shall be taken to prevent accidents to life and property from flying rock and debris by covering the trench or excavation with heavy timbers or mats, or by using other suitable means. Any damages caused by blasting done under this contract, shall be repaired by the CONTRACTOR at his expenses and to the satisfaction of the ENGINEER.

All blasting operations shall be conducted in strict accordance with the existing laws, ordinances and/or regulations relatives to State and/or local rock blasting and storage and use of explosives and Section 9 of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc. Any rock excavation within 15 feet of water or gas mains of any size shall be done with very light charges of explosives and the utmost care shall be used to avoid disturbing the main.

Where there are no local ordinances governing blasting and the storage of explosives, all blasting supplies shall be stored in a manner approved by the rules and regulations of the Federal and State Occupational Safety and Health Regulations.

The CONTRACTOR shall maintain and keep in full force and effect blasting insurance to protect and indemnify the OWNER and/or his agents or representatives, including the ENGINEER and his representatives, from claims and damages and shall defend all suits at law.

PART 10 - SEEDING AND SODDING

Upon completion of the installation of the work, the CONTRACTOR shall remove all debris and surplus construction materials resulting from the work. The CONTRACTOR shall fine grade all the disturbed surfaces around the area of the work in a uniform and neat manner leaving the construction area in a condition as near as possible to the original ground line or to the lines as directed by the ENGINEER. All graded areas shall be left smooth and thickly sown with a mixture of grasses. The mixture of grasses shall consist of one-third (1/3) Rye grass, one-third (1/3) Kentucky Fescue and one-third (1/3) Kentucky Bluegrass by weight, and shall be applied to the graded areas at a rate of not less than 1 pound of seed per one thousand square feet of area. When the final grading has been completed, the entire graded area to be seeded shall be fertilized with 12-12-12 fertilizer, applied at the rate of 6 pounds per one thousand square feet of area. After the seed and fertilizer have both been applied, the CONTRACTOR shall then lightly cover the seed by use of a drag or other approved device. The seeded area shall then be covered with straw to a depth of approximately one inch.

Where existing lawns have been disturbed, the existing sod will be removed and stored and replaced to its original position once the work is in place. If the CONTRACTOR damages or destroys the original sod, it shall be replaced with a sod having at least 60% good quality Kentucky Bluegrass, strongly rooted and free of pernicious weeds and shall be so laid that no voids occur between strips. When replacing sod, it shall be tamped or rolled immediately after it is laid and the finished surface shall be true to grade, even and equally firm at all points. Well screened top soil shall be lightly sprinkled over the sodded areas and shall be thoroughly watered. Sod damaged by the CONTRACTOR shall be replaced with new sod by the CONTRACTOR at no cost to the OWNER.

The fine grading, seeding, sodding and clean-up shall be considered as incidental expense and shall not be separate pay items.

Meadows and hay fields will require replacement in kind unless the CONTRACTOR secures a release from the property owner agreeing to no replacement or alternate replacement.

PART 11 - PAVEMENT AND OTHER STRUCTURE REPLACEMENT

The CONTRACTOR shall replace all pavement cut or disturbed, with pavement similar in all respects to existing pavement in accordance with the Standard Details and at those locations approved by the ENGINEER. Every effort shall be made to avoid cutting the pavement. In restoring pavement, new pavement is required, except that granite paving blocks, sound brick or sound asphalt paving blocks may be reused. No permanent paving shall be placed within thirty (30) days after the backfilling has been completed. All concrete and asphalt paving materials shall be in conformance with the Standard Details shown in the plans.

13.1 Classification of Pavements

1. Concrete Pavement Replacement - This pavement replacement shall be Portland cement concrete construction in accordance with the requirements shown in the Standard Details. It shall include all pavement replacement on concrete surfaced roads, concrete driveways, concrete sidewalks and concrete parking areas, both public and private.
2. Heavy-Duty Bituminous Pavement Replacement - This type of asphalt pavement replacement shall be bituminous concrete surface over concrete base in accordance with the Standard Details. This type of pavement replacement shall be used on all heavily trafficked roads having an existing pavement greater than 2", whether public or private, or in other locations as directed by the ENGINEER.
3. Light-Duty Bituminous Pavement Replacement - This type of pavement replacement shall be bituminous concrete constructed in accordance with the Standard Details. This item shall include all light-duty bituminous concrete roadways, bituminous driveways and bituminous parking lots, both public and private.
4. Gravel Surface Replacement - This type of surface replacement shall include all graveled roadways, driveways, parking areas, or other gravel surfaced areas, both private and public. This type of surfacing may also be required as a base course for other pavement replacement.

13.2 Materials

The crushed stone backfill as noted on the drawings shall be dense graded aggregate (Class A Aggregate, Grading D) per Kentucky Department of Highways Specifications. The CONTRACTOR shall be responsible for the maintenance of the aggregate and the surface of the trenches until the pavement replacement is completed.

Portland cement concrete shall be as described in Section D of these specifications for Class "A" concrete. A set of cylinders shall be made and tested for each 25 yards of concrete placed, or fraction thereof, to supply representative sampling and testing of the concrete, upon the direction of the ENGINEER. The CONTRACTOR shall produce a broomed, or burlaped, uniformly smooth and nonskid surface, consistent with the existing pavement.

Bituminous materials and mixes shall be consistent with the recommended practice of the Asphalt Institute and it shall conform to the requirements of the Kentucky Department of Highways for prime coat and Class 1 bituminous concrete. The bituminous concrete shall consist of a binder or base course and a surface course.

13.3 Installation of Pavement Replacement

The CONTRACTOR shall cut back the surfacing adjacent to the trench for 12 inches on both sides of the trench and shall cut down the dense graded aggregate he has placed to a depth required for either type of pavement replacement. The resulting surface shall be rolled to yield a smooth, dense surface and a uniform depth.

The concrete shall be placed in accordance with standard practice, with the welded wire mesh if required in proper position and thoroughly vibrated into place. The CONTRACTOR shall produce a surface consistent with the existing pavement. The CONTRACTOR shall apply a liquid curing component, sprayed on the surface of the concrete, and shall provide adequate protection to the pavement until it has set.

For bituminous concrete, the CONTRACTOR shall clean and broom the prepared surface, then apply the prime coat at the rate of 0.20 to 0.25 gallons per square yard, with a pressure distributor or approved pressure spray method. When the prime coat has become tacky but not dry and hard, the bituminous binder course, or base course, whichever applies, shall be placed and compacted. The CONTRACTOR shall then apply the surface course. It is recommended, but not required, that the base course remain in place for approximately one week before placing the surface course. The finished course shall be compacted and the completed surface shall match the grades and slopes of the adjacent exiting surfacing and shall be free of offsets, depressions, raised places and all other irregular surfaces.

13.4 Seasonal and Weather Limitations for Pavement Replacement

In the event the progress and scheduling of the work is such that the bituminous pavement replacement would occur in the winter months, during adverse cold weather and/or during such times the asphalt plants are not in operation, then the final pavement replacement shall be postponed until favorable weather occurs in the spring and the asphalt plants resume normal operations. No

bituminous concrete shall be laid when the temperature is below 40° F except by written permission of the ENGINEER.

Concrete pavement shall not be placed when the temperature is such that the pavement placed will freeze before it has had adequate time to set and shall be placed in conformance with the temperature conditions specified in Section D of these specifications.

The CONTRACTOR shall be responsible for replacement of pavement which he has placed which has been damaged by cold weather or freezing without additional compensation.

In the meantime, the CONTRACTOR will be required to maintain the temporary surfacing until the permanent pavement is placed. Such labor, materials and equipment as is required for temporary maintenance of the streets, roadways and driveways shall be provided at the CONTRACTOR's expense and is not a pay item. The CONTRACTOR will be required to use a cold mix asphaltic concrete as a temporary surface for trenches under heavy traffic use.

13.5 Guarantee

The one year guarantee as specified in the contract documents is also applicable to trench settlement and pavement replacement.

PART 12 - SIDEWALK REPLACEMENT

Sidewalks will be replaced if damaged by the CONTRACTOR in any way. Payment will be made for those sidewalks necessarily damaged by the line installation in accordance with the Standard Details. No sidewalks are to be replaced over a backfilled trench for at least 30 days after filling. Sidewalks damaged otherwise are to be replaced immediately at the CONTRACTOR's expense.

Materials and dimensions are to be at least equal to existing walk and are to conform with the Standard Details.

PART 13 - FINAL CLEAN-UP

The work shall not be considered as complete until the right-of-way of roads and all private property has been cleared of all rubbish and loose stone, and also all equipment, excess material and temporary structures. All property, both private and public, which has been damaged in the course of the work, shall be restored in a manner fully acceptable to the property owner. Ditches shall not be obstructed from draining nor will any rubbish or other material be left to obstruct culverts, bridges or other structures.

PART 14 - MEASUREMENT AND PAYMENT

Payment for crushed stone, black top and concrete pavement replacement will not be based on the quantities purchased by the CONTRACTOR. Payment for crushed stone surfacing will be made on the basis of that necessary to fill the trench to the dimensions shown in the Standard Details. Crushed stone sub-grade under paving shall be included in paving price and not paid for separately. Payment for blacktop or concrete will be based on the quantities in place as shown by the limiting dimensions in the Standard Details. Any additional cost estimated by the CONTRACTOR must be included in the cost of pipe in place.

Payment for special creek crossings will be at the unit price bid per lineal foot for that item and shall include encasement pipe, crushed stone, concrete, solid rock excavation and all other work necessary for a satisfactory installation. The carrier pipe installed in the casing shall be paid separately under the unit price bid for pipe installed.

Additional costs for normal earth creek crossings shall be included in the unit price bid for pipe installation and no special payment will be made for these crossings.

Casing pipe unit price bids shall include the cost of boring or jacking under railroads and highways and shall include the cost of steel casing pipe. Carrier pipe will be paid for under the unit price bid for installing lines as described in Article 2.2 of this section. PVC shall be equal to steel for casing county crossings.

Where service pipe with no casing is pushed or bored under Federal, State, or County highways or other roads as required by the plans or directed by the ENGINEER, the cost will be paid under the bid for the appropriate type of service pipe pushed and bored. This payment will be based on the required pushing or boring length and will include all related work. Where rigid service pipe is installed in this manner, the payment will include connection to polyethylene service pipe at each end of the rigid section. Length of pipe considered for payment under this bid will not be included in other pipeline quantities.

Unit price bids for special pipe bedding items are to include the cost per lineal foot of installing concrete or other special pipe bedding where required by the ENGINEER. This to be an additional cost to be added to the basic furnishing and laying unit price bid for water lines.

Sidewalk crossings when included as a bid item shall include the extra cost of boring under or the removal and disposal of existing concrete sidewalk and replacement with new construction. Unit price bid is on the square yards of sidewalk replaced basis. Width for payment for a standard trench crossing is shown in the Standard Details.

If CONTRACTOR elects to bore or jack pipe under sidewalk, extra cost shall be paid for on the basis of square yards of sidewalk which would normally have been removed by the crossing. Cost of pipe installation should not be included in sidewalk crossing bid. When sidewalk crossings or replacement are not included as a bid item their costs shall be considered subsidiary to the bid for pipe installation.

Extra pay items may be established for crushed stone bedding when it is required as an extra. The price will be on a lineal foot basis.

Where required by the Special Provisions or the Bid Proposal, the cost of pavement replacement, boring, crossings of all types and other incidental construction shall be included in the unit price bid for pipe line installation and shall comprise total compensation for all such work.

End of Section