

SPECIFICATIONS, PROPOSAL AND
CONTRACT DOCUMENTS

WWTP REHABILITATION

MAY, 2024

MONROEVILLE WATER WORKS AND SEWER BOARD

Monroeville, Alabama



CIVIL SOUTHEAST, LLC
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SPECIFICATIONS
PROPOSAL AND CONTRACT DOCUMENTS

WWTP Rehabilitation

PROJECT NO. 19MW103.2

April 2024

Prepared for:

**MONROEVILLE WATER WORKS AND SEWER BOARD
MONROEVILLE, ALABAMA**



Prepared by:

4/30/2024

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ADVERTISEMENT FOR BIDS
MONROEVILLE WATER WORKS AND SEWER BOARD
MONROEVILLE, ALABAMA
Contract 2 - WWTP Rehabilitation

General Notice

The Monroeville Water Works and Sewer Board (Owner) is requesting Bids for the construction of the following Project: **Contract 2 - WWTP Rehabilitation, Project No. 19MW103.2**

Bids for the construction of the Project will be received at the **Utility Board Office** located at **69 West Claiborne Monroeville, AL 36460** until **Thursday, May 23, 2024**, at **11:00 am** local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

Chemical Feed System Improvements, Chlorine Contact Chamber Rehab and related appurtenances.

Bids are requested for the following Contract: **WWTP Rehabilitation, Project No. 19MW103.2**

The bracket estimate for this project is from \$1,000,000 to \$1,250,000. The Project has an expected duration of **160 Working days**.

Obtaining the Bidding Documents

Plans and specifications may be examined at the Utility Board Office, 69 West Claiborne Monroeville, AL 36460 and at the office of Civil Southeast, LLC., 1831 E Three Notch St, Andalusia, AL 36421.

Plans and Contract Books may be purchased from the Alabama Graphics Digital Planroom online at www.algraphicsplanroom.com. The cost to purchase these Plans and Contract Books represents the cost of printing, reproduction, handling, and distribution therefore no refund will be issued.

Each bidder must be licensed as a Contractor in the State of Alabama in accordance with provisions of Chapter 8 of Title 34 of the Code of Alabama, 1985, and must submit with this bid satisfactory evidence of such license.

All bids SHALL be submitted in the Contract Specifications Book as issued by the Engineer. All bids shall be submitted in a sealed envelope bearing on the outside the name of the Bidder, Bidder's license number, license expiration date, category, address and name of the project.

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.

American Iron and Steel

Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All iron and steel products used in this project must be produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and Construction Materials.

The following waivers apply to this Contract:

De Minimis,

Minor Components,

Pig iron and direct reduced iron.

This Advertisement is issued by:

Owner: **Monroeville Water Works and Sewer Board**

By: **William Snyder**

Title: **Manager**

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.

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 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.
- 2.04 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.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within **14** days of Owner's request, Bidder must submit the following information:
- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
- B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
- C. Bidder's state or other contractor license number, if applicable.

- D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A Pre-Bid Meeting is scheduled for Thursday, May 16, 2024 at 10:00 am at the MWWSB Office located at 69 West Claiborne Monroeville, AL 36460.

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.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- 5.03 *Other Site-related Documents*
- A. No other Site-related documents are available.
- 5.04 *Site Visit and Testing by Bidders*
- A. A Site visit is scheduled following the pre-bid conference. Maps to the Site will be available at the pre-Bid conference.
 - B. Bidders visiting the Site are required to arrange their own transportation to the Site.
 - C. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
 - D. 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.
 - E. 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.
 - F. 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. **Chase Cotton, PE – chase@civilse.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 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, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. **Each such request shall include the Manufacturer's Certification for Compliance with AIS. Refer to the Manufacturer's Certification form provided in these construction Contract Documents.** The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner. **Substitutes and “or-equal” materials and equipment may be proposed by Contractor in accordance with Paragraphs 7.05 and 7.06 of the General Conditions after the Effective Date of the Contract. Each such request shall include Manufacturer's Certification letter to document compliance with AIS requirements of Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, if applicable. Refer to Manufacturer's Certification Letter provided in these Contract Documents.**
- 10.02 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 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. Control Panel Manufacturer, Pump Manufacturer

11.02 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.

11.03 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 *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.

ARTICLE 14—SUBMITTAL OF BID

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

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

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

ARTICLE 16—OPENING OF BIDS

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

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 *Evaluation of Bids*

- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
- C. For 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.

- 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 **Alabama** state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall **not** be included in the Bid under ADR Code 810-6-3-46.

ARTICLE 22—CONTRACTS TO BE ASSIGNED

- 22.01 None

ARTICLE 23 – FEDERAL REQUIREMENTS

- 23.01 If the contract price is in excess of \$100,000, provisions of the Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) apply.**
- 23.02 Federal requirements at Article 19 of the Supplementary Conditions apply to this Contract.**
- 23.03 American Iron and Steel requirements apply to this project.**

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: **Monroeville Water Works and Sewer Board**
- 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;
 - G. **If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans.**

ARTICLE 3—BASIS OF BID

- 3.01 *Unit Price Bids*
- A. Bidder will perform the following Work at the indicated unit prices:
 - 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.

BASE BID

Item Description	Qty	Unit	Unit Cost	Extension
DOUBLE BRANCH WWTP IMPROVEMENTS				
1. Mobilization	1	LS		
2. Basin Demolition	1	LS		
3. Chemical Building Rehab	1	LS		
4. Chemical Feed System	1	LS		
5. Chlorine Contact Chamber Rehab	1	LS		
6. Lining of EQ Basin - Xypex	1	LS		
7. Crushed Stone Surfacing	200	Ton		
8. Asphalt Patching	60	Ton		
9. Asphalt Paving	120	Ton		
10. Misc. Equipment/Parts Allowance	1	LS	\$ 75,000.00	\$ 75,000.00

HUDSON BRANCH WWTP IMPROVEMENTS

1. Mud Valve Replacement (Chlorine Contact Chamber)	1	EA		
2. Backup Generator, 60 kW Diesel	1	LS		
3. Crushed Stone Surfacing	160	Ton		
4. Asphalt Patching	60	Ton		
5. Asphalt Paving	200	Ton		
6. Misc. Equipment/Parts Allowance	1	LS	\$ 20,000.00	\$ 20,000.00

Total Base Bid (Excluding Sales Tax) _____

ALTERNATE BID NO 1

Item Description	Qty	Unit	Unit Cost	Extension
DOUBLE BRANCH WWTP IMPROVEMENTS				
1A. Lining of EQ Basin - Xypex	-1	LS		
2A. Lining of EQ Basin - Tnemex/Epoxtec Cladliner	1	LS		

Total Alternate Bid A (Excluding Sales Tax) _____

Total Base Bid + Alternate Bid A (Excluding Sales Tax) _____

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

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

- 5.01 *Bid Acceptance Period*
 - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
 - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 *Bidder’s Representations*
 - A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, **including all American Iron and Steel requirements.**
 - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

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

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

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

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

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Modified to include RD edits from RUS Bulletin 1780-26 (6/16/2020).

- 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: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Monroeville Water Works and Sewer Board Address <i>(principal place of business)</i> : 69 West Claiborne Monroeville, AL 36460	Bid Project <i>(name and location)</i> : WWTP Rehabilitation Monroeville, Alabama Bid Due Date:
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

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

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	

NOTICE OF AWARD

Date of Issuance:

Owner: Monroeville Water Works & Sewer Board Owner’s Project No.: 19MW101.2

Engineer: Civil Southeast, LLC Engineer’s Project No.: 19MW101.2

Project: WWTP Rehabilitation

Contract Name: WWTP Rehabilitation

Bidder:

Bidder’s Address:

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

WWTP Rehabilitation– Project No 19MW101.2

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

Five (5) 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 **5** 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.

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: **Monroeville Water Works and Sewer Board**

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Copy: Engineer

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between **Monroeville Water Works and Sewer Board** (“Owner”) and (“Contractor”).

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Chemical Feed System Improvements, Chlorine Contact Chamber Rehab, Elastomeric Coating, and related appurtenances.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **WWTP Rehabilitation**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Civil Southeast, LLC** (“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.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially complete within **160 working days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the 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. Liquidated damages for failing to timely attain 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.

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

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

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 **5th** 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).
- B. Upon Substantial Completion **of the entire construction to be provided under the construction Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **5** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, 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 **2** 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 **9** sheets with each sheet bearing the following general title: **WWTP Rehabilitation**.
 8. Addenda (numbers **[number]** to **[number]**, inclusive).
 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

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

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

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

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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

8.03 *Standard General Conditions*

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

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

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

Owner:

Contractor:

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(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)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:

Designated Representative:

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Address:

Phone: _____

Phone: _____

Email: _____

Email: _____

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

License No.: _____
(where applicable)

State: _____

NOTICE TO PROCEED

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

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 **160 working days** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **[date, calculated from commencement date above]**; and the number of days to achieve readiness for final payment is **[number of days, from Agreement]** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **[date, calculated from commencement date above]**.

Owner: _____
By *(signature)*: _____
Name *(printed)*: _____
Title: _____
Date Issued: _____

Copy: Engineer

PERFORMANCE BOND

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

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

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

14. Definitions

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

PAYMENT BOND

<p>Contractor</p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>
<p>Owner</p> <p>Name: _____</p> <p>Mailing address (<i>principal place of business</i>): _____</p>	<p>Contract</p> <p>Description (<i>name and location</i>): WWTP Rehabilitation</p> <p>Contract Price: [Amount, from Contract]</p> <p>Effective Date of Contract: [Date, from Contract]</p>
<p>Bond</p> <p>Bond Amount: [Amount]</p> <p>Date of Bond: [Date]</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:</p> <p><input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>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.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</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: _____
<p><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></p>	

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

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

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

Contractor's Application for Payment

Owner: _____	Owner's Project No.: _____
Engineer: Civil Southeast, LLC	Engineer's Project No.: _____
Contractor: _____	Contractor's Project No.: _____
Project: WWTP Rehabilitation	
Contract: WWTP Rehabilitation	

Application No.: _____ **Application Date:** _____

Application Period: From _____ to _____

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

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: _____

CHANGE ORDER NO.: [Number of Change Order]

Owner:		Owner's Project No.:
Engineer:	Civil Southeast, LLC	Engineer's Project No.:
Contractor:		Contractor's Project No.:
Project:	WWTP Rehabilitation	
Contract Name:	WWTP Rehabilitation	
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: _____

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: _____ Owner's Project No.: _____
Engineer: Civil Southeast, LLC Engineer's Project No.: _____
Contractor: _____ Contractor's Project No.: _____
Project: WWTP Rehabilitation
Contract Name: WWTP Rehabilitation

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: _____

COMPLIANCE STATEMENT

This statement relates to a proposed contract with _____

(Name of borrower or grantee)

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

1. I have, have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I have, have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.
 If the proposed contract is for \$50,000 or more: or If the proposed nonconstruction contract is for \$50,000 or more and I have 50 or more employees, I also represent that:
3. I have, have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract, I have, have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

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

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

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

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, may 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$ 10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE _____

(Signature of Bidder or Prospective Contractor)

Address (including Zip Code)



United States Department of Agriculture

AD 1048

**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. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, 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 and 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(S)

DATE

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

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 shall 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 C.F.R. 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 shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that 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 System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

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

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

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

(name)

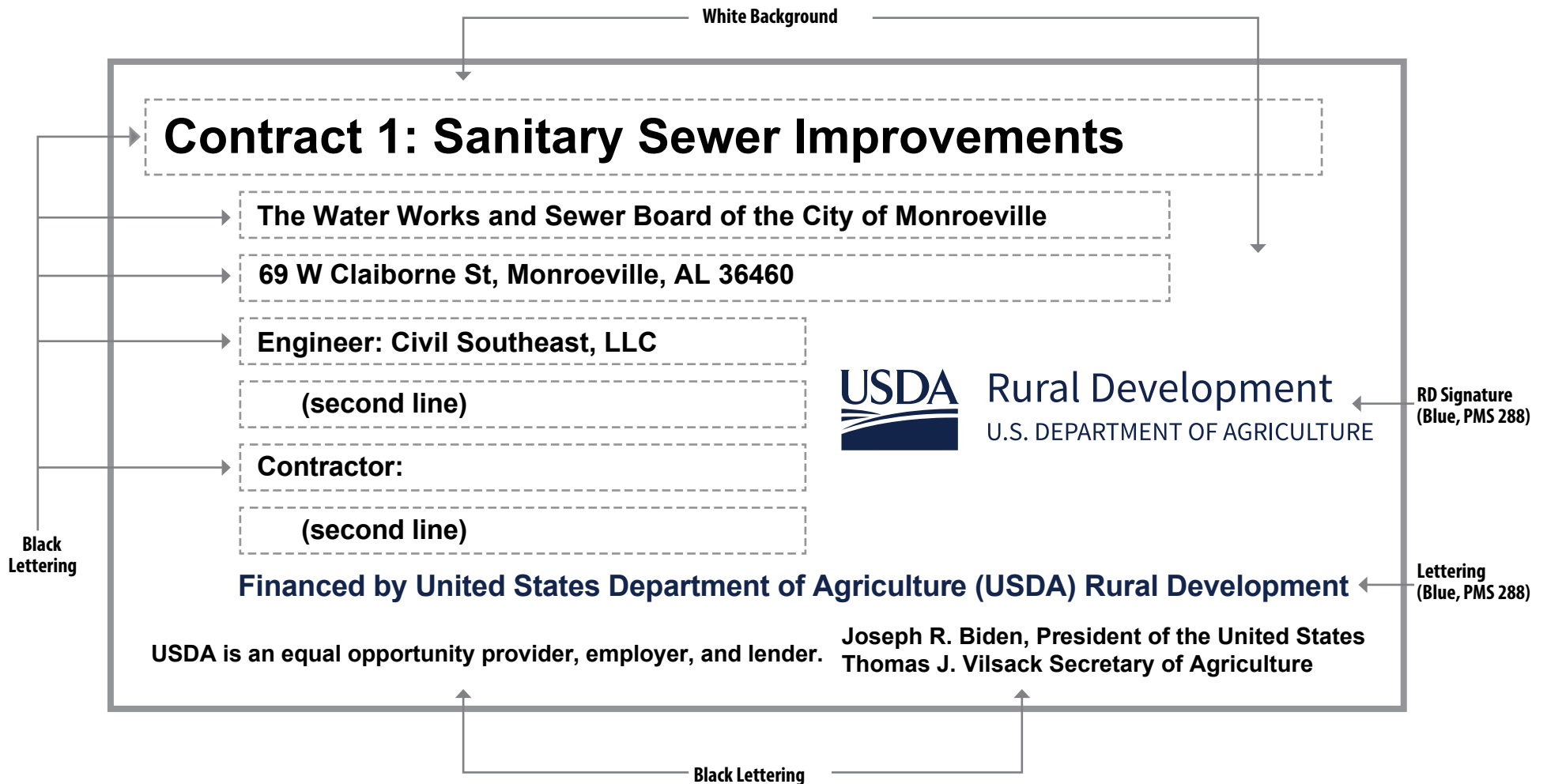
(date)

(title)

oOo

TEMPORARY CONSTRUCTION SIGN FOR RURAL DEVELOPMENT PROJECTS

Recommended Fonts: Helvetica or Arial



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

EXHIBIT GC-A

Certificate of Owner's Attorney

I, the undersigned, _____, the duly authorized and acting legal representative of The Water Works & Sewer Board of the City of Monroeville, 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.

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.

By: _____ Date _____

—

Type Name: _____

ENGINEER’S CERTIFICATION OF FINAL PLANS AND SPECIFICATIONS

PROJECT NAME: Contract 2: WWTP Improvements 19MW103.2

The final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, comply with all requirements of the U.S. Department of Agriculture, Rural Utilities Service, to the best of my knowledge and professional judgment.

If the Engineers Joint Contract Documents Committee (EJCDC) documents have been used, all modifications required by RUS Bulletin 1780-26 have been made in accordance with the terms of the license agreement, which states in part that the Engineer “must plainly show all changes to the Standard EJCDC Text, using ‘Track Changes’ (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.” Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).



4/30/2024

Engineer

Date

Chase Cotton PE - Senior Project Engineer

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

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.

52. American Iron and Steel Definitions

- a. *American Iron and Steel (AIS)* – Requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference for “iron and steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and Construction Materials. AIS requirements apply in each of the several states, the District of Columbia, and each federally recognized Tribe, but not the U.S. Territories.
- b. *Coating* - A covering that is applied to the surface of a object. If a Coating is applied to the external surface of a domestic iron or Steel component, and the application takes place outside of the United States, said product would be considered a compliant product under the AIS requirements. Any Coating processes that are applied to the external surface of Iron and Steel components that would otherwise be AIS compliant would not disqualify the product from meeting the AIS requirements regardless of where the Coating processes occur, provided that final assembly of the product occurs in the United States. This exemption only applies to Coatings on the *external surface* of Iron and Steel components. It does not apply to Coatings or linings on internal surfaces of Iron and Steel products, such as the lining of lined pipes. All Manufacturing Processes for lined pipes, including the application of pipe lining, must occur in the United States for the product to be compliant with AIS requirements.
- c. *Construction Materials* – Those articles, materials, or supplies made primarily of iron and/or steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. Note: Mechanical and electrical components, equipment and systems are not considered Construction Materials. See definitions of Mechanical Equipment and Electrical Equipment.
- d. *Contractor’s Certification* – Documentation submitted by the Contractor upon Substantial Completion of the Contract that all Iron and Steel products were Produced in the United States.
- e. *De Minimis* – Various miscellaneous, incidental low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. Examples of *De Minimis* components could include small washers, screws, fasteners (such as “off the shelf” nuts and bolts),

miscellaneous wire, corner bead, ancillary tube, signage, trash bins, door hardware etc. Costs for such *De Minimis* components cumulatively may comprise no more than a total of five percent of the total cost of the materials used in and incorporated into a project; the cost of an individual may not exceed one percent of the total cost of the materials used in and incorporated into a project.

- f. *Electrical Equipment* – Typically any machine powered by electricity and includes components that are part of the electrical distribution system. AIS does not apply to Electrical Equipment.
- g. *Engineer's Certification* – Documentation submitted by the Engineer that Drawings, Specifications, and Bidding Documents comply with AIS.
- h. *Iron and Steel products* – The following products made primarily of iron and steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and Construction Materials. Only items on the above list made primarily of iron or steel, permanently, incorporated into the project must be Produced in the United States. For example, trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. iron or steel.
- i. *Manufacturer* – A Supplier, fabricator, distributor, materialman, or vendor is an entity with which the Owner, Contractor or any subcontractor has contracted to furnish materials or equipment to be incorporated in the project by the Owner, Contractor or a subcontractor.
- j. *Manufacturer's Certification* – Documentation provided by the Manufacturer stating that the Iron and Steel products to be used in the project are produced in the United States in accordance with American Iron and Steel (AIS) Requirements. If items are purchased via a Supplier, distributor, vendor, etc. from the Manufacturer directly, then the Supplier, distributor, vendor, etc. will be responsible for obtaining and providing these certifications to the parties purchasing the products.
- k. *Manufacturing Process* – Processes such as melting, refining, pouring, forming, rolling, drawing, finishing, and fabricating. Further, if a domestic Iron and Steel product is taken out of the United States for any part of the manufacturing process, it becomes foreign source of material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a Coating are similarly not covered. Non-iron and Steel components of an Iron and Steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-Iron and Steel components do not have to be of domestic origin. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-U.S. sources.
- l. *Mechanical Equipment* – Typically equipment which has motorized parts and/or is powered by a motor. AIS does not apply to Mechanical Equipment.
- m. *Minor Components* – Components *within* an iron and/or Steel product otherwise compliant with the American Iron and Steel requirements; this waiver is typically used by Manufacturers. It differs from the *De Minimis* definition in that *De Minimis* pertains to the entire project and the minor component definition pertains to a single

product. This waiver allows use of non-domestically produced miscellaneous Minor Components comprising up to five percent of the total material cost of an otherwise domestically produced Iron and Steel product. However, unless a separate waiver for a product has been approved, all other Iron and Steel components in said product must still meet the product AIS requirements. This waiver does not exempt the whole product from the AIS requirements only Minor Components within said product and the iron or Steel components of the product must be produced domestically. Valves and hydrants are also subject to the cost ceiling requirements described here. Examples of Minor Components could include items such as pins and springs in valves/hydrants, band/straps in couplings, and other low-cost items such as small fasteners etc.

- n. *Municipal Castings* – Cast iron or Steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and solid waste infrastructure.
- o. *Primarily Iron or Steel* – A product is made of greater than 50 percent iron or Steel on a materials cost basis. An exception to this definition is reinforced precast concrete (see Definitions). All technical specifications and applicable industry standards (e.g. NIST, NSF, AWWA) must be met. If a product is determined to be less than 50 percent iron and/or steel, the AIS requirements do not apply. For example, the cost of a fire hydrant includes:
 - Υ The cost of materials used for the iron portion of a fire hydrant (e.g. bonnet, body and shoe); and
 - Υ The cost to pour and cast to create those components (e.g. labor and energy).

Not included in the cost are:

- Υ The additional material costs for the non-iron or Steel internal workings of the hydrant (e.g. stem, coupling, valve, seals, etc.); and
 - Υ The cost to assemble the internal workings into the hydrant body.
- p. *Produced in the United States* – The production in the United States of the iron or Steel products used in the project requires that all Manufacturing Processes must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives.
 - q. *Reinforced Precast Concrete* – Reinforced Precast Concrete structures must comply with AIS, regardless of whether it consists of at least 50 percent iron and steel. The reinforcing bar and wire must be Produced in the United States and meet the same standards as for any other iron or Steel product. Additionally, the casting of the concrete product must take place in the United States. The cement and other raw materials used in concrete production are not required to be of domestic origin. If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered Construction Materials and must be Produced in the United States.
 - r. *Steel* – An alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of

Steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of Steel covers carbon steel, and other specialty steels.

- s. *Structural Steel* – Rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees, and zees. Other shapes include but are not limited to, H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

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.

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

7.05 "Or Equals"

- 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) Deleted
 - 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. Contractor shall include a Manufacturer's Certification letter for compliance with American Iron and Steel requirements in support data, if applicable. Refer to Manufacturer's Certification Letter provided in these Contract Documents.
- 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;
 - 3) be suited to the same use as the item specified; and
 - 4) comply with American Iron and Steel by providing Manufacturer’s Certification letter of American Iron and Steel compliance, if applicable. Refer to Manufacturer’s Certification Letter provided in these Contract Documents.
 - 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. The total amount of work subcontracted by the Contractor shall not exceed fifty percent of the Contract price without prior approval from the Owner, Engineer and Agency.
- B. Deleted
- 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 may not require that Contractor use a specific replacement. 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, Manufacturers' Certifications, 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, including Manufacturer's Certification letter for any item in the submittal subject to American Iron and Steel requirements and include the Certificate in the submittal. Refer to Manufacturer's Certification Letter provided in these Contract Documents.
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.
 9. Engineer's review and approval of a Shop Drawing or Sample shall include review of Manufacturer's Certifications in order to document compliance with American Iron and Steel requirements, as applicable.

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.
- F. Contractor shall certify upon Substantial Completion that all Work and Materials have complied with American Iron and Steel requirements as mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. Contractor shall provide said Certification to Owner. Refer to General Contractor's Certification Letter provided in these Contract Documents.

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

11.03 *Work Change Directives*

- 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.
 - 1. 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.
- 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. For Owner-authorized changes in the Work, the Contractor will provide the Manufacturer's Certification(s) for materials subject to American Iron and Steel requirements except when sole-source is specified, in which case the Engineer will provide the Manufacturer's Certification(s).
- 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.
 - c. Change orders involving materials subject to American Iron and Steel requirements shall include supporting data (name of Manufacturer, city and state where the product was manufactured, description of product, signature of authorized Manufacturer's representative) in the Manufacturer's Certification Letter, as applicable.

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

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

14.01 *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.
- G. Installation of materials that are non-compliant with American Iron and Steel requirements shall be considered defective work.

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

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.
 - d. The materials presented for payment in an Application for Payment comply with American Iron and Steel requirements.
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. 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 of Payment is presented to the Owner, and the Owner will make payment to the 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. Contractor shall also submit the General (Prime) Contractor's Certification of Compliance certifying that to the best of the Contractor's knowledge and belief all substitutes, equals, and all Iron and Steel products proposed in the Shop Drawings, Change Orders, and Partial Payment Estimates, and those installed for the Project, are either Produced in the United States or are the subject of an approved waiver under Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.
- 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.

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.

Article 19 - FEDERAL REQUIREMENTS

19.01 *Agency Not a Party*

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

19.02 *Contract Approval*

- A. Owner and Contractor will furnish Owner's attorney such evidence as required so that Owner's attorney can complete and execute the "Certificate of Owner's Attorney" (Exhibit G of this Bulletin) before Owner submits the executed Contract Documents to Agency for approval.
- B. Agency concurrence is required on both the Bid and the Contract before the Contract is effective.

19.03 *Conflict of Interest*

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

19.04 *Gratuities*

- A. If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.
- B. In the event this Contract is terminated as provided in paragraph 19.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

19.05 *Small, Minority and Women's Businesses*

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

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

19.06 Anti-Kickback

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

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

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

19.08 Equal Employment Opportunity

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

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

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

19.10 Environmental Requirements

- A. When constructing a Project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental conditions:
 - 1. Wetlands – When disposing of excess, spoil, or other Construction Materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.
 - 2. Floodplains – When disposing of excess, spoil, or other Construction Materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e.g., alluvial soils on NRCS Soil Survey Maps.
 - 3. Historic Preservation - Applicants shall ensure that Contractors maintain a copy of the following inadvertent discovery plan onsite for review:
 - a. If during the course of any ground disturbance related to any Project, any post review discovery, including but not limited to, any artifacts, foundations, or other indications of past human occupation of the area are uncovered, shall be protected by complying with 36 CFR § 800.13(b)(3) and (c) and shall include the following:
 - i. All Work, including vehicular traffic, shall immediately stop within a 50 ft. radius around the area of discovery. The Contractor shall ensure barriers are established to protect the area of discovery and notify the Engineer to contact the appropriate RD personnel. The Engineer shall engage a Secretary of the Interior (SOI) qualified professional archeologist to quickly assess the nature and scope of the discovery; implement interim measures to protect the discovery from looting and vandalism; and establish broader barriers if further historic and/or precontact properties, can reasonably be expected to occur.
 - ii. The RD personnel shall notify the appropriate RD environmental staff member, the Federal Preservation Officer (FPO), and State Historic Preservation Office (SHPO) immediately. Indian tribe(s) or Native Hawaiian Organization (NHOs) that have an interest in the area of discovery shall be contacted immediately. The SHPO may require additional tribes or NHOs who may have an interest in the area of discovery

also be contacted. The notification shall include an assessment of the discovery provided by the SOI qualified professional archeologist.

- iii. When the discovery contains burial sites or human remains, the Contractor shall immediately notify the appropriate RD personnel who will contact the RD environmental staff member, FPO, and the SHPO. The relevant law enforcement authorities shall be immediately contacted by onsite personnel to reduce delay times, in accordance with tribal, state, or local laws including 36 CFR Part 800.13; 43 CFR Part 10, Subpart B; and the Advisory Council on Historic Preservation's Policy Statement Regarding treatment of Burial Sites, Human Remains, or Funerary Objects (February 23, 2007).
 - iv. When the discovery contains burial sites or human remains, all construction activities, including vehicular traffic shall stop within a 100 ft. radius of the discovery and barriers shall be established. The evaluation of human remains shall be conducted at the site of discovery by a SOI qualified professional. Remains that have been removed from their primary context and where that context may be in question may be retained in a secure location, pending further decisions on treatment and disposition. RD may expand this radius based on the SOI professional's assessment of the discovery and establish broader barriers if further subsurface burial sites, or human remains can reasonably be expected to occur. RD, in consultation with the SHPO and interested tribes or NHOs, shall develop a plan for the treatment of native human remains.
 - v. Work may continue in other areas of the undertaking where no historic properties, burial sites, or human remains are present. If the inadvertent discovery appears to be a consequence of illegal activity such as looting, the onsite personnel shall contact the appropriate legal authorities immediately if the landowner has not already done so.
 - vi. Work may not resume in the area of the discovery until a notice to proceed has been issued by RD. RD shall not issue the notice to proceed until it has determined that the appropriate local protocols and consulting parties have been consulted.
 - vii. Inadvertent discoveries on federal and tribal land shall follow the processes required by the federal or tribal entity.
4. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.
 5. Mitigation Measures – The following environmental mitigation measures are required on this Project: *[Insert mitigation measures from the Letter of Conditions here]*.

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

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

19.12 Debarment and Suspension (Executive Orders 12549 and 12689)

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

19.13 Procurement of recovered materials

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

19.14 American Iron and Steel

- A. Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All iron and steel products used in this project must be produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and Construction Materials.
- B. The following waivers apply to this Contract:
 - 1. *De Minimis*,
 - 2. Minor Components,
 - 3. Pig iron and direct reduced iron, and
 - 4. *[add project specific waivers as applicable]*.

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 "American Iron and Steel Definitions" immediately after Paragraph 1.01.A.51:

52.a American Iron and Steel (AIS) - Requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference for "iron and steel products," meaning the following products, if made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and Construction Materials. AIS requirements apply in each of the several states, the District of Columbia, and each federally recognized Tribe, but not the U.S. Territories.

52.b Coating - A covering that is applied to the surface of an object. If a Coating is applied to the external surface of a domestic iron or Steel component, and the application takes place outside of the United States, said product would be considered a compliant product under the AIS requirements. Any Coating processes that are applied to the external surface of Iron and Steel components that would otherwise be AIS compliant would not disqualify the product from meeting the AIS requirements regardless of where the Coating processes occur, provided that final assembly of the product occurs in the United States. This exemption only applies to Coatings on the external surface of Iron and Steel components. It does not apply to Coatings or linings on internal surfaces of Iron and Steel products, such as the lining of lined pipes. All Manufacturing Processes for lined pipes, including the application of pipe lining, must occur in the United States for the product to be compliant with AIS requirements.

52.c Construction Materials - Those articles, materials, or supplies made primarily of iron and/or steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. Note: Mechanical and electrical components, equipment and systems are not considered Construction Materials. See definitions of Mechanical Equipment and Electrical Equipment.

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

52.e De Minimis - Various miscellaneous, incidental low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. Examples of De Minimis components could include small washers, screws, fasteners (such as “off the shelf” nuts and bolts), miscellaneous wire, corner bead, ancillary tube, signage, trash bins, door hardware etc. Costs for such De Minimis components cumulatively may comprise no more than a total of five percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed one percent of the total cost of the materials used in and incorporated into a project.

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

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

52.h Iron and Steel products - The following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and Construction Materials. Only items on the above list made primarily of iron or steel, permanently incorporated into the project must be Produced in the United States. For

example, trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. iron or steel.

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

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

52.k Manufacturing Processes - Processes such as melting, refining, pouring, forming, rolling, drawing, finishing, and fabricating. Further, if a domestic Iron and Steel product is taken out of the United States for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a Coating are similarly not covered. Noniron or Steel components of an Iron and Steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-Iron and Steel components do not have to be of domestic origin. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-U.S. sources.

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

52.m Minor Components - Components within an iron and/or Steel product otherwise compliant with the American Iron and Steel requirements; this waiver is typically used by Manufacturers. It differs from the De Minimis definition in that De Minimis pertains to the entire project and the minor component definition pertains to a single product. This waiver allows use of non-domestically produced miscellaneous Minor Components comprising up to five percent of the total material cost of an otherwise domestically produced Iron and Steel product. However, unless a separate waiver for a product has been approved, all other Iron and Steel components in said product must still meet the AIS requirements. This waiver does not exempt the whole product from the AIS requirements only Minor Components within said product and the iron or Steel components of the product must be produced domestically. Valves and hydrants are also subject to the cost ceiling requirements described here. Examples of Minor Components could include items such as pins and springs in valves/hydrants, bands/straps in couplings, and other low-cost items such as small fasteners etc.

52.n Municipal Castings - Cast iron or Steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and solid waste infrastructure.

52.o Primarily Iron or Steel - A product is made of greater than 50 percent iron or Steel on a materials cost basis. An exception to this definition is reinforced precast concrete (see Definitions). All technical specifications and applicable industry standards (e.g. NIST, NSF, AWWA) must be met. If a product is determined to be less than 50 percent iron and/or steel, the AIS requirements do not apply. For example, the cost of a fire hydrant includes:

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

Not included in the cost:

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

52.p Produced in the United States - The production in the United States of the iron or Steel products used in the project requires that all Manufacturing Processes must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives.

52.q Reinforced Precast Concrete – Reinforced Precast Concrete structures must comply with AIS, regardless of whether it consists of at least 50 percent iron or steel. The reinforcing bar and wire must be Produced in the United States and meet the same standards as for any other iron or Steel product. Additionally, the casting of the concrete product must take place in the United States. The cement and other raw materials used in concrete production are not required to be of domestic origin. If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered Construction Materials and must be Produced in the United States.

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

52.s Structural Steel - Rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees, and zees. Other shapes include but are not limited to, H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

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

SC-2.02.A Delete [number] and insert in its place "five."

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 **10 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.

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 last sentence of paragraph.

SC-4.05.C.5 Paragraph is mandatory for WWD projects.

SC-4.05.C.5.a – Add the following at the end of this paragraph:

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.

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
NONE		

- 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
NONE		

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
NONE		

Report Title	Date of Report	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
NONE		

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

6.02 *Insurance—General Provisions*

- SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:
- Contractor may obtain worker’s compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker’s compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker’s compensation insurance for similar projects by the state within the last 12 months.

6.03 *Contractor’s Insurance*

- SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:
- 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: **[Here list by legal name (not category, role, or classification) other persons or entities to be included as additional insureds. See GC-6.03.C.]**
 - 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	\$ 1,000,000
Bodily injury by disease—aggregate	\$ 1,000,000
Employer's Liability	
Each accident	\$ 1,000,000
Each employee	\$ 1,000,000
Policy limit	\$ 1,000,000
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:	\$ 1,000,000

- 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	\$ 2,000,000
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:
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$ 1,000,000

- 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	\$ 5,000,000
General Aggregate	\$ 5,000,000

- L. *Deleted*

- M. *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	\$ 1,000,000
General Aggregate	\$ 1,000,000

- N. *Deleted*

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).
5. extend to cover damage or loss to insured property while in transit.
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. **N/A**
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**

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 **7 am to 5 pm**.
 2. Owner's legal holidays are **all standard State Holidays**
- 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 **Saturday, Sunday** or any legal holiday.”
- SC-7.04.D Add the following new paragraph immediately after Paragraph 7.04.C:
- D. All Iron and Steel products must meet American Iron and Steel requirements.
- SC-7.04.E Add the following new paragraph immediately after Paragraph 7.04.D:
- E. For projects utilizing a De Minimis waiver, Contractor shall maintain an itemized list of nondomestically produced iron or steel incidental components and ensure that the cost is less than 5% of total materials cost for project.
- SC-7.05.A Amend the third sentence of paragraph by striking out the following words: Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or-equal” item is permitted,
- SC-7.05.A.1.a.3 Amend the last sentence of Paragraph a.3 by striking out “and;” and adding a period at the end of Paragraph a.3.
- SC-7.05.A.1.a.4 Delete paragraph in its entirety and insert “Deleted.”
- SC-7.05.B Add the following at the end of paragraph: Contractor shall include a Manufacturer’s Certification letter for compliance with American Iron and Steel requirements in support data, if applicable. Refer to Manufacturer’s Certification Letter provided in these Contract Documents.
- 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 715 RUS Bulletin 1780-26 Exhibit B, Attachment 6 Page 6 4. Comply with American Iron and Steel by providing

Manufacturer's Certification letter of American Iron and Steel compliance, if applicable. Refer to Manufacturer's Certification Letter provided in these Contract Documents.

SC-7.07.A Amend by adding the following to the end of the paragraph: The total amount of work subcontracted by the Contractor shall not exceed fifty percent of the Contract price without prior approval from the Owner, Engineer and Agency.

SC-7.07.B Delete paragraph in its entirety and insert "Deleted".

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

Owner may not require that Contractor use a specific replacement.

SC-7.12.A Amend paragraph by adding the following after "written interpretations and clarifications,":
Manufacturers' Certifications,

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

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

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

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

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

F. Contractor shall certify upon Substantial Completion that all Work and Materials have complied with American Iron and Steel requirements as mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. Contractor shall provide said Certification to Owner. Refer to General Contractor's Certification Letter provided in these Contract Documents.

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 **Alabama** 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.

ARTICLE 8—OTHER WORK AT THE SITE

No suggested Supplementary Conditions in this Article.

ARTICLE 9—OWNER’S RESPONSIBILITIES

No suggested Supplementary Conditions in this Article.

ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

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

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

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

ARTICLE 11—CHANGES TO THE CONTRACT

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(s) for materials subject to American Iron and Steel requirements except when

solesource is specified, in which case the Engineer will provide the Manufacturer's Certification(s).

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

c. Change orders involving materials subject to American Iron and Steel requirements shall include supporting data (name of Manufacturer, city and state where the product was manufactured, description of product, signature of authorized Manufacturer's representative) in the Manufacturer's Certification Letter, as applicable.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

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

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 **5** 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 **20** 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.

SC 13.03.E – Delete paragraph in its entirety and replace with SC 13.03.E as shown in the EJCDC C800 Supplementary Conditions.

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 American Iron and Steel requirements shall be considered defective work.

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 American Iron and Steel requirements. Manufacturer’s Certification letter for materials satisfy this requirement.20 RUS Bulletin 1780-26 Exhibit B, Attachment 6 Page 8 Manufacturer’s Certification Letter provided in these Contract Documents.

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

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

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

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

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

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

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

15.03 Substantial Completion

SC-15.03 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.

SC-15.03.A – Modify by adding the following after the last sentence: Contractor shall also submit the General (Prime) Contractor’s Certification of Compliance certifying that to the best of the Contractor’s knowledge and belief all substitutes, equals, and all Iron and Steel products proposed in the Shop Drawings, Change Orders, and Partial Payment Estimates, and those installed for the Project, are either Produced in the United States or are the subject of an approved waiver under Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.

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.

ARTICLE 18—MISCELLANEOUS

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

18.11 Tribal Sovereignty

A. No provision of this Agreement will be construed by any of the signatories as abridging or debilitating any sovereign powers of the [insert name of Tribe] Tribe; affecting the trustbeneficiary relationship between the Secretary of the Interior, Tribe, and Indian

Exhibit C—Geotechnical Baseline Report Supplement to the Supplementary Conditions.

EJCDC® C-800, Supplementary Conditions of the Construction Contract.

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landowner(s); or interfering with the government-to-government relationship between the United States and the TNo suggested Supplementary Conditions in this Article.

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

Article 19 - FEDERAL REQUIREMENTS

19.01 Agency Not a Party

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

19.02 Contract Approval

A. Owner and Contractor will furnish Owner’s attorney such evidence as required so that Owner’s attorney can complete and execute the “Certificate of Owner’s Attorney” (Exhibit G of this Bulletin) before Owner submits the executed Contract Documents to Agency for approval.

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

19.03 Conflict of Interest

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

19.04 Gratuities

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

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

19.05 Small, Minority and Women’s Businesses

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

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

19.06 Anti-Kickback

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

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

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

19.08 Equal Employment Opportunity

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

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

A. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification (RD Instruction 1940-Q Exhibit A-1). The Contractor certifies to the Owner and every subcontractor certifies to the Contractor that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress

in connection with obtaining the Contract if it is covered by 31 U.S.C. 1352. The Contractor and every subcontractor must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

19.10 Environmental Requirements

- A. When constructing a Project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental conditions:
1. Wetlands – When disposing of excess, spoil, or other Construction Materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.
 2. Floodplains – When disposing of excess, spoil, or other Construction Materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e.g., alluvial soils on NRCS Soil Survey Maps.
 3. Historic Preservation - Applicants shall ensure that Contractors maintain a copy of the following inadvertent discovery plan onsite for review:
 - a. If during the course of any ground disturbance related to any Project, any post review discovery, including but not limited to, any artifacts, foundations, or other indications of past human occupation of the area are uncovered, shall be protected by complying with 36 CFR § 800.13(b)(3) and (c) and shall include the following:
 - i. All Work, including vehicular traffic, shall immediately stop within a 50 ft. radius around the area of discovery. The Contractor shall ensure barriers are established to protect the area of discovery and notify the Engineer to contact the appropriate RD personnel. The Engineer shall engage a Secretary of the Interior (SOI) qualified professional archeologist to quickly assess the nature and scope of the discovery; implement interim measures to protect the discovery from looting and vandalism; and establish broader barriers if further historic and/or precontact properties, can reasonably be expected to occur.
 - ii. The RD personnel shall notify the appropriate RD environmental staff member, the Federal Preservation Officer (FPO), and State Historic Preservation Office (SHPO) immediately. Indian tribe(s) or Native Hawaiian Organization (NHOs) that have an interest in the area of discovery shall be contacted immediately. The SHPO may require additional tribes or NHOs who may have an interest in the area of discovery also be contacted. The notification shall include an assessment of the discovery provided by the SOI qualified professional archeologist.
 - iii. When the discovery contains burial sites or human remains, the Contractor shall immediately notify the appropriate RD personnel who will contact the RD environmental staff member, FPO, and the SHPO. The relevant law enforcement authorities shall be immediately contacted by onsite personnel to reduce delay times, in accordance with tribal, state, or local laws including 36 CFR Part 800.13; 43 CFR Part 10, Subpart B; and the Advisory Council on Historic Preservation’s Policy Statement Regarding treatment of Burial Sites, Human Remains, or Funerary Objects (February 23, 2007).

- iv. When the discovery contains burial sites or human remains, all construction activities, including vehicular traffic shall stop within a 100 ft. radius of the discovery and barriers shall be established. The evaluation of human remains shall be conducted at the site of discovery by a SOI qualified professional. Remains that have been removed from their primary context and where that context may be in question may be retained in a secure location, pending further decisions on treatment and disposition. RD may expand this radius based on the SOI professional's assessment of the discovery and establish broader barriers if further subsurface burial sites, or human remains can reasonably be expected to occur. RD, in consultation with the SHPO and interested tribes or NHOs, shall develop a plan for the treatment of native human remains.
- v. Work may continue in other areas of the undertaking where no historic properties, burial sites, or human remains are present. If the inadvertent discovery appears to be a consequence of illegal activity such as looting, the onsite personnel shall contact the appropriate legal authorities immediately if the landowner has not already done so.
- vi. Work may not resume in the area of the discovery until a notice to proceed has been issued by RD. RD shall not issue the notice to proceed until it has determined that the appropriate local protocols and consulting parties have been consulted.
- vii. Inadvertent discoveries on federal and tribal land shall follow the processes required by the federal or tribal entity.

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

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

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

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

19.12 Debarment and Suspension (Executive Orders 12549 and 12689)

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

19.13 Procurement of recovered materials

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

19.14 American Iron and Steel

A. Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All iron and steel products used in this project must be produced in the United States. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and Construction Materials.

B. The following waivers apply to this Contract:

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

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	Contactors 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			
DWG	Autodesk® AutoCAD .dwg format			
DOC	Microsoft® Word .docx format			
EXC	Microsoft® Excel .xls or .xml format			
DB	Microsoft® Access .mdb format			

**GENERAL SPECIFICATIONS
FOR
SANITARY SEWERS AND APPURTENANCES**

1. GENERAL

1.1 These items shall consist of furnishing and installing Sanitary Sewers and all Appurtenances complete, constructed with the kind, strength, internal diameter of pipe, service laterals, manholes, etc., as specified in the Proposal, in accordance with the requirements of these Specifications, at the location and to the lines and grades shown on the Plans, or designated by the Engineer.

2. MATERIALS

2.1 General

2.1.1 All materials shall be subject to inspection at the plant, trench, or other point of delivery for the purpose of culling and rejecting materials, independent of laboratory tests, which do not conform to the requirements of these Specifications.

2.2 Ductile Iron Pipe

2.2.1 All ductile iron pipe shall conform to the requirements of ANSI Specification A21.51 (AWWA C151), latest revision. All pipe shall be thickness Class 50 unless otherwise specified in the Special Provisions to these Specifications. Joints shall be of the rubber gasket push-on type, conforming to the requirements of ANSI Specification A21.11 (AWWA C111), latest revision. All pipe shall be coated unless otherwise specified in the Special Provisions.

2.3 Poly Vinyl Chloride (PVC) Pipe

2.3.1 All Poly Vinyl Chloride (PVC) plastic sewer pipe shall be unplasticized poly vinyl chloride with integral wall bell and spigot joints with a rubber ring gasket. All pipe and fittings shall conform to the latest requirements of ASTM D-3034, SDR 35 for use as a gravity sewer conduit. Provisions must be made for contraction and expansion at each joint with a rubber ring.

2.3.2 The bell shall consist of an integral wall section stiffened with two PVC retainer rings which securely lock the solid section rubber ring into position or shall be equal to the confined rubber gasket joint that meets the requirements of ASTM F0447 and ASTM D-3212. Sizes and dimensions shall be as shown in the table shown in the Specification, and the standard lengths shall not exceed 12.5 feet. All PVC gravity sewer pipe shall be installed in accordance with ASTM Designation D-2321, latest revision.

2.3.3 Minimum "pipe stiffness" (F/Y) at 5% deflection shall be 46 for all sizes when tested in accordance with ASTM Designation D-2412, External Loading Properties of Plastic Pipe by parallel Plate Loading.

2.4 Brick

2.4.1 All brick shall be hard burned common brick meeting the current edition of ASTM Specification C-32, Grade NA; or be concrete brick meeting the current edition of ASTM Specification C-55, Grade A. Brick shall be nominal 2"x4"x8" size.

2.5 Castings

2.5.1 Cast iron frames and covers shall conform to the drawings in all essentials of design. All castings shall be made of clean, even grain, tough gray cast iron. All castings shall be made of clean, even grain, tough gray cast iron. The quality of iron in the castings shall conform to the current ASTM Specification A-48 for Class 30 Gray Iron Castings. Frames and covers shall weigh not less than that shown on the drawings. The castings shall be smooth, true to pattern, and free from projections, sand holes or defects. The portion of the frame and cover which forms the cover seat shall be machined so that no rocking of the cover is possible. All surfaces of castings shall be thoroughly cleaned and given one coat of Asphaltum or Coal Tar Pitch Varnish before being shipped from the Foundry. The varnish shall be of good quality, tough and tenacious when cold, and have no tendency to scale off.

2.6 Concrete

2.6.1 The minimum compressive strength required at twenty-eight days is 3,000 pounds per square inch. The minimum amount of water shall be used to produce a workable mix and shall not exceed six (6) U.S. Gallons per sack of cement. Concrete shall conform to ASTM Specification No. C-94.

2.7 Manhole Steps

2.7.1 Manhole steps shall be constructed of steel rods encased in polypropylene plastic and shall be of the type as manufactured by M.A. Industries, Inc., or approved equal. Steps may be type PS-1 or PS-2, for precast manholes and types PS-1-B or PS-2-B for brick manholes. Steps shall conform to the requirements of ASTM C-478, and to the details shown on the Plans.

2.8 Manholes

2.8.1 Manholes shall be constructed of precast manhole sections conforming to ASTM Specification C-478, latest revision. The precast concrete manholes shall consist of a base section, riser sections, and eccentric cone or flat top section conforming with the details shown on the Plans. The joints between the manhole sections shall be provided with rubber gaskets conforming to ASTM Specification C-443, latest revision. These rubber gaskets shall be installed in accordance with the manufacturer's instructions. Flexible rubber sleeves with stainless steel bands shall be provided for connecting all pipes into the manholes. These rubber sleeves shall be manufactured by Interpace, KOR-N-SEAL, or approved equal.

2.9 Transition Couplings

2.9.1 Transitions from one type of pipe to another shall be made through the use of flexible couplings equipped with the necessary bushings, adapters, and stainless steel hardware. The couplings shall be Mission, Fernco, or approved equal.

2.10 Casing Pipe

2.10.1 All casing pipe shall be standard weight welded steel line pipe which meets API Specification 5-L. The casing pipe diameter and wall thickness shall be as detailed in the Plans and Special Specifications.

2.11 Force Mains

2.11.1 Force mains shall be constructed of ductile iron or PVC as detailed in the Plans and Special Specifications. All PVC pressure pipe shall conform to the requirements of ASTM Designation D1784 for PVC compounds and ASTM Designation D2241 for PVC pipe. Joints shall be of the rubber gasket push-on type conforming to the requirements of ASTM Designation D3139. PVC pipe shall be treated for pressures of 160 psi (SDR 26) or 200 psi (SDR 21) or otherwise as specified in the Proposal or in the Special Provisions to these Specifications. When PVC force mains are installed, No. 12 solid tracer wire shall be installed approx. 6" above the pipe.

2.12 Piles and Timbers

2.12.1 All timber piles shall conform to ASTM Specification D25, and all piles and timbers shall be pressure treated in accordance with AWWA C3. Timber piles to be utilized for piers shall have a minimum butt size of 9" and a minimum tip size of 6".

2.13 Gravel

2.13.1 All gravel shall be washed and screened and shall contain not more than 3% foreign matter by weight when dry. The gravel shall be 100% retained on a 1/4" sieve, 100% shall pass a 1" sieve, and it shall be uniformly graded from maximum size to minimum size.

3. CONSTRUCTION METHODS

3.1 Clearing and Grubbing

3.1.1 The Contractor shall clear and grub the sewer easements to the width as called for on the drawings and in the Special Specifications. All trees, stumps, roots, and debris shall be disposed of by the Contractor in accordance with Local, State, and Federal Regulations and in a manner approved by the Engineer. The Contractor shall obtain all necessary permits and approvals to burn or otherwise dispose of debris or excess material. No debris shall be pushed to the sides of the easement or onto adjacent property, and no debris or stumps shall be buried on the easement.

3.1.2 The bid item for clearing is intended to cover wooded areas in which a major clearing effort will be required to satisfactorily prepare the easement for installation of the pipe. In general, those areas which will require clearing are shown on the Plans. Minor clearing of

isolated trees and brushy areas is to be included in the price bid for the pipe installation, and the item for clearing will be allowed only in wooded areas as approved by the Engineer.

3.1.3 Where tree within the easements are indicated on the drawings or designated in the field to be retained, such trees shall be protected from damage at all times. Should by accident or otherwise, such trees be damaged, they shall be repaired by personnel trained in this type of repair work at the Contractor's expense.

3.1.4 The easements shall be restored to condition such that a farm tractor and bush-hog can be utilized to cut and maintain the easements. All stumps which do not require removal during construction may be cut off flush with the restored ground surface.

3.2 Erosion and Sediment Control

3.2.1 Wherever possible, topsoil shall be removed from all area to be disturbed by construction and stockpiled. Land exposure shall be minimized in terms of area and time. All exposed areas subject to erosion shall be covered as quickly as possible by the grassing and seeding specified elsewhere or by mulching or vegetation. Natural vegetation shall be retained whenever possible.

3.2.2 The Contractor shall prepare and implement a firm and accurate construction schedule with regard to land clearing and grading for each section of pipeline to be installed. If possible, clearing shall immediately precede construction activity.

3.2.3 The Contractor shall prepare and submit to the Engineer a list containing chronological completion dates for each measure for controlling erosion and sediment, the location, type and purpose for each measure, and dates when these measures will be removed or replaced.

3.3 Damage to Vegetation

3.3.1 Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

3.4 Excavation

3.4.1 In order to keep the trench load on the pipe to a minimum trenches shall be as narrow as practicable, and shall not be wider than is necessary to provide space for thoroughly tamping the bedding material under and around the pipe.

3.4.2 The ground on which the pipe is to rest shall be free from projecting stones, roots, or other irregularities and shall be brought to true grade and shaped to conform to the bottom contour of the pipe so as to provide a firm uniform bearing for the entire length of the pipe. Recesses shall be formed to receive the hubs of bells.

3.4.3 If, in the opinion of the Engineer the material in the bottom of the excavation for the pipe line is of such character that unequal settlement will result along the line under the load due to the fill, the trench shall be excavated below grade to the depth directed and backfilled with gravel

to insure an unyielding foundation. In these areas, the unstable material is to be removed to a minimum depth of 6 inches below the pipe or to a greater depth if necessary to provide a satisfactory meeting these Specifications to a depth as outlined in the Special Specifications and as shown on the plans. This item will be paid for as Crushed Stone Backfill and will be paid for only in those areas authorized by the Engineer.

3.4.4 Where rock is encountered, it shall be removed to a least 6 inches below grade and the trench refilled with suitable material, thoroughly tamped and compacted to the form of the bottom of the pipe.

3.4.5 Track mounted excavators and trenchers will be permitted for use the Contractor provided that the tracks are not equipped with lugs which may injure the paving surface. The Contractor shall take all necessary precautions to insure that equipment outriggers do not damage any paved surfaces. Any paving damaged outside of the trench limits as the result of the Contractor's operations shall be repaired at the Contractor's expense.

3.4.6 The lines are to be installed at the location as staked for them. All telephone poles, electric poles, trees, fences, etc., along the rout of the work shall be protected. Any items damaged as the result of the Contractor's operations shall be promptly repaired or replaced at the Contractor's expense. Barricades and lights shall be provided as necessary to protect the public and prevent accidents.

3.4.7 All excavation is to be unclassified and unless otherwise noted in the Special Specifications, the cost of excavation is to be included in the unit cost of the pipe.

3.5 Pipe Installation

3.5.1 The Contractor shall require that each Foreman in direct charge of installing pipe lines familiarize himself with the requirements of these Specifications before installing any pipe line on this Contract. No pipe shall be covered until inspected and approved by the Engineer or Inspector.

3.5.2 All pipe sewers shall be laid to lines and grades shown on the Plans or designated by the Engineer. The Contractor shall check the elevation of the invert of each manhole before cutting trenches to assure himself that the gradient shown on the Plans is correct. All gravity sewer pipe shall be installed with a laser beam instrument to provide the proper vertical and horizontal alignment. The laser beam shall be of a type approve by the Engineer and shall have been calibrated just prior to being used on this work. The laser beam shall be periodically field checked for proper calibration. It shall be recalibrated by the manufacturer if necessary and a certificate furnished to the Engineer regarding the calibration.

3.5.3 All pipe shall be installed in strict accordance with the manufacture's recommendations with particular emphasis on the bedding materials, preparation of the trench bottom, joint preparation and makeup, backfill materials, placement of backfill and backfill compaction. The pipe is to be bedded as required in the Special Specifications and as shown in the Plans.

3.5.4 Proper facilities shall be provided for lowering the sections of pipe into place. The pipe shall be laid starting at the downstream end with the hubs or receiving ends up grade. The spigot shall be inserted into the hub, or receiving end as far as the construction of the pipe will permit.

Each section shall be carefully bedded in close contact with the adjoining section, true to alignment and grade. No jointing of pipe on the bank or out of position as to line and grade section of pipe shall be laid which has not been inspected by the Engineer or his authorized representative after it has been placed along the line of the sewer.

3.5.5 At any time when the pipe laying is stopped, a tight fitting plug shall be inserted in the end of the pipe to prevent foreign material from entering the pipe.

3.5.6 Sewers shall not be laid in water without the authorization of the Engineer. The Contractor shall provide all necessary equipment to keep the trench essentially dry while pipe is being laid. Care shall be taken when shutting off dewatering equipment to make certain that a rapid rise in water level does not create unstable conditions in the trench.

3.5.7 Ductile iron pipe is to be provided in those locations shown on the Plans or as directed by the Engineer where the regular pipe material may be subject to damage due to direct pipe exposure, limited depth of cover, or heavy backfill loading. Transitions between ductile iron pipe and the regular pipe material are to be made with transition couplings. Concrete collars will be utilized only where specifically authorized by the Engineer.

3.6 Backfill

3.6.1 All backfilling material shall be carefully selected to insure that it is free from roots, rock or other unsuitable materials. Backfilling shall be done when directed by the Engineer.

3.6.2 Special care shall be used throughout the length of the sewer in backfilling around the pipe and to a height of at least one (1) foot above its top surface. The material shall be deposited in uniform layers not to exceed four (4) inches in thickness, solidly tamped and rounded with proper tools to insure thorough compaction and at the same time avoid injury to or disturbance of the pipe.

3.6.3 Where backfilling is done within the limits of roads, streets, alleys, or other thoroughfares, the backfill, except as specified above, shall be placed in layers not more than six (6) inches in thickness and each layer thoroughly compacted with hand tamps, mechanical tamps, or, at the discretion of the Engineer, shall be compacted by puddling with water. Particular attention shall be paid to the backfill around manholes to insure that the backfill is satisfactorily compacted. Except for that part of the trench below a line twelve (12) inches above the top of the pipe, backfilling done outside the limits of public thoroughfares may be done by shoveling backfill loosely into the trench, compacting the material with the construction equipment, and heaping the material over the trench in ridges to allow for subsequent settlement. Such ridges shall be maintained throughout the maintenance period.

3.6.4 Where trenches for services or any other purpose have been opened on or across private property, the sod or topsoil disturbed by such operations shall be kept separate and replaced as nearly as possible in its original position, and the whole area involved in the construction operations shall be left in a neat and presentable condition.

3.6.5 Any backfilling operations in which mechanical equipment is utilized on paved surfaces shall be accomplished with rubber-tired equipment only. Track equipment will not be allowed to operate on paved surfaces for backfilling.

3.6.6 The Engineer may direct that select backfill be utilized in those locations where, in the opinion of the Engineer, the material excavated from the trench is not suitable for backfill. Select backfill will be used only at those locations which are specifically directed by the Engineer. Select backfill will be provided from a source approved by the Engineer.

3.7 Encasement Installation

3.7.1 Encasement pipe is to be installed at those locations shown on the plans to provide for the installation of sanitary sewer crossings under railroads and highways. The plans generally show the location, elevation, and length of casing; however, the permit as issued by the Railroad or Highway Department shall be utilized to determine the exact location, length, and depth of casing.

3.7.2 The casing is to be welded steel pipe and shall be installed by dry boring. The carrier pipe shall be ductile iron pipe which is threaded through the casing, and the bottom of the carrier pipe shall rest on the bottom of the casing. The ends of the casing are to be masonry sealed after installation of the carrier pipe.

3.7.3 All encasement pipe is to be installed in accordance with the applicable Specifications or the State Highway Department Specifications.

3.8 Disposal of Excavated Materials

3.8.1 All materials excavated shall be placed so as not to interfere with traffic on the streets or thoroughfares, or with access to houses, garages, and fire hydrants.

3.8.2 In case more material is excavated from any trench than can be backfilled over the completed sewer or stored on the streets, leaving space for traffic as herein provided, or within the limits of the right-of-way, such excess material shall be hauled to some convenient place to be provided by the Contractor. When the sewer pipes have been laid, the Contractor shall, at his own expense and cost, haul back as much of the removed material as may be required to properly backfill the trench.

3.9 Underground Obstructions

3.9.1 In excavating, backfilling and laying pipe, care must be taken not to remove, disturb or injure any water, sewer, gas, electric, telephone, or other conduits or utilities encountered without prior approval of the Owner of the utility, including private utilities. If necessary in order to perform the intended work, the Contractor shall sling, shore up, and maintain such utilities in operation, and promptly repair any damage done to them. Before final acceptance of the work, all such utilities shall be made "equal or better" than prior to construction.

3.9.2 It shall be the Contractor's responsibility to give sufficient prior information to the utility owner that sewer construction will take place whereby the utility owner will be afforded an opportunity to adequately mark, on the ground or with sufficient maps, the utility locations. Coordination of such information and utility locations shall be the sole responsibility of the

Contractor. In event of damage to the utilities, the Contractor will promptly notify the utility owner (private or public) and must assume full responsibility thereof. Failure of the Contractor to promptly notify the utility owner shall make him liable for any needless loss or interference with normal operations of the utility.

3.9.3 In the event that pipes or conduits providing service to adjoining buildings are broken, or damaged to some questionable degree of service, the Contractor shall immediately make repairs at his own expense, or be otherwise liable for repair costs incurred by others. Delays which would result in service being off overnight or needlessly for long periods during the day will not be tolerated. The utility owner reserves the right to make repairs, caused by the Contractor, without prior notice. Removal or relocation of a utility encountered may be done upon prior approval by the utility owner given directly to the Contractor.

3.9.4 Prior to construction and/or building, the Contractor shall satisfy himself as to the underground obstructions by making direct contact with utility firms, if he so desires, so as to become thoroughly aware of true conditions. The utility lines shown on the plans and any notes on the plans pertaining to underground obstructions were taken from those records available for the system, and there was no intent to show the details and locations of all underground obstructions which may be encountered. The information shown is for the Contractor's convenience only, and it shall not be used as a basis for claims for extra compensation.

3.9.5 At those locations where the sewer must cross a water line, the sewer should cross at right angles. If the sanitary sewer is located less than three feet below the water main, the sewer shall be constructed of ductile iron pipe for a distance of 10 feet on each side of the crossing.

3.10 Sheeting, Bracing and Shoring

3.10.1 The Contractor shall furnish, install and maintain such sheeting, bracing and shoring, as may be necessary to support the sides of trench excavations and to prevent any movement thereof which may in any way injure the pipe, diminish the width of the excavation, or otherwise injure or delay the work or endanger adjacent pavement or other structures. Care shall be used to prevent voids outside the sheeting, but if voids occur at any time, they shall be immediately filled with suitable material which shall be tamped to the satisfaction of the Engineer.

3.10.2 Upon the written order of the Engineer, the Contractor shall leave in place, to be embedded by the backfilling of the trench, such sheeting or bracing as the Engineer may direct. The sheeting so left in place shall be cut off at the elevation directed which shall, in no case, be less than three (3) feet below the finished grade of the street or, in the absence of any street grade, from the surface of the ground.

3.10.3 All sheeting and bracing, not ordered left in place, shall be removed in such manner as will not endanger the constructed sewer, or other public or private structures, or utilities. All voids left or caused by the removal of sheeting or bracing shall be immediately refilled and compacted by tamping tools adapted for the purpose, by puddling, or otherwise as directed by the Engineer.

3.10.4 The right of the Engineer to order sheeting or bracing left in place shall not be construed as creating any obligation on his part to issue such orders, and his failure to exercise such right shall not relieve the Contractor from liability for any damages to persons or property arising from

or upon the work of constructing the sewer occasioned by negligence or otherwise growing out of the failure on the part of the Contractor to leave in place in the trench sufficient sheeting and bracing to prevent any caving or moving of the ground adjacent to the bank of the trench.

3.10.5 The cost of all sheeting, bracing, etc., not ordered left in place by the Engineer, shall be included in and covered by the unit prices bid for sewers of the size and depth specified.

3.11 Manholes

3.11.1 Manholes shall be constructed of precast concrete in accordance with these specifications and the details shown on the plans. Each manhole is to be fully and completely built as the work progresses and as each manhole is set. The excavation for each manhole shall be of sufficient size to allow the manhole to be installed in a neat and workmanlike manner. Care shall be taken not to damage the manhole sections or joints during the handling or installation. The area beneath the manhole is to be undercut to a depth of 8 inches and this area is to be backfilled with 8 inches of gravel. The gravel shall be spread such that the manhole bottom is uniformly supported by the gravel.

3.11.2 Each manhole shall have an invert built which neatly and accurately matches the lines entering and exiting the manhole. In all cases where the pipe alignment permits, the inverts will be constructed of split PVC pipe. The benches of the manholes shall be constructed with 2,500 psi concrete and shall drain to the invert. Any bends in the manhole invert shall be constructed such that a uniform curve is provided between the inlet pipe(s) and exit pipe.

3.11.3 All interior joints, lift holes, and the annular space between the manhole cone and cover frame shall be completely filled with cement grout. This grout shall be applied in a neat and workmanlike manner and all grout shall be struck off flush with the manhole walls. Upon completion of the manhole construction, any grout which has splattered on the invert, bench, or steps shall be removed.

3.11.4 Stubouts for future line connections are to be provided with a rubber gasket into which a single joint of pipe is installed. This pipe shall be plugged and the plug shall be watertight.

3.11.5 The manholes shall be provided with steps as shown on the plans.

3.11.6 Drop connections shall be constructed at those locations shown on the plans or as directed by the Engineer. The details of construction shall be in accordance with the details shown in the plans.

3.11.7 The manhole top shall be adjusted by the use of riser sections and concrete grade rings such that the elevation of the cover will be slightly higher than the surrounding street, or to an elevation as directed by the Engineer. The cover frame shall then be set in a full bed of non-shrinking grout and the grout shall then be applied to the exterior of the frame to a depth which covers the stiffening angles.

3.12 Service Connections and Pipe

3.12.1 Sewer connections shall be made by the use of a tee or wye installed in the main line. A service connection shall be provided at each house, at those locations shown on the plans, and/or

as directed by the Engineer. The Contractor will make every effort to install each service connection at the location requested by the property owner.

3.12.2 The service tee shall generally be installed in the line with a slight angle to accommodate a service line installed on a 1% grade. Pipe for service lines shall be of the size shown in the Proposal and shall be Schedule 40 PVC.

3.12.3 At those locations where the depth of the main sewer line is greater than about 8 feet, the Engineer may direct that the service fittings be installed at an angle of approximately 45 degrees and riser pipe utilized to reduce the depth of the service line. A 45 degree bend shall be utilized on the top of the riser pipe to return the service pipe to the proper slope.

3.12.4 The end of each service line shall be fitted with a tight fitting watertight plug and shall be marked with an 18 inch length of 3/4" steel pipe driven into the ground to a depth as directed by the Engineer. When service pipe is installed it will normally run from the main to the edge of the street right-of-way.

3.12.5 The Contractor shall maintain a complete and accurate log which shows the location of each connection, the direction the service faces, and the length of riser or service pipe installed. Upon completion of construction, two complete copies of this log shall be furnished to the Engineer.

3.13 Pumping and Street Drainage

3.13.1 The Contractor shall, at his own expense, furnish the equipment for and do such pumping as may be necessary to permit the construction to proceed in an expeditious and workmanlike manner. He shall provide for the disposal of water removed from excavations in such manner as shall not cause any nuisance or injury to public health or public or private property or to any portion of the work completed or in progress, or to the surface of the streets or any impediment to the use of the streets by the public.

3.13.2 All gutters, drains, culverts, sewers and inlets shall be kept clean and open at all times for surface drainage. No damming or ponding of water in gutters or other waterways will be permitted except to a very limited extent where the Engineer shall consider the same necessary. The Contractor shall not direct any flow of water across or over pavements except through approved pipe or properly constructed troughs, and he shall provide pipes or troughs of such sizes and lengths as may be required, and place the same as may be directed, at this own expense.

3.14 Removing Pavement

3.14.1 In trenching or other operations, that shall require the cutting of, or removal of pavements, care shall be taken to cut along straight lines, and to only such widths as is necessary for the excavation of the trench. Any pavement removed for greater width than is deemed necessary by the Engineer, or disturbed by settlement, slides, or caving, or by excavations outside the lines of the work, shall be replaced by the Contractor, at his own cost and expense.

3.15 Replacing Sidewalks and Driveways, etc.

3.15.1 All sidewalks, driveways, curb and gutter, drains or similar items, removed or damaged during or by the construction covered by this Contract shall be replaced with construction of first class workmanship and be completed to the satisfaction of the Engineer. Any additional materials required to replace those removed or damaged shall be furnished and installed by the Contractor, at his own cost and expense, except as provided for in the Special Specifications and Proposal. All driveways shall be backfilled as soon as possible, and all driveways shall be open and accessible at the end of each day's operations.

3.16 Maintaining and Restoring Streets

3.16.1 During the construction of the sewer, all work of keeping streets, alleys and rights-of-way in a passable conditions by bridging, backfilling and laying temporary paving over trenches where required, shall be done in a manner satisfactory to the Engineer.

3.16.2 Upon completion of the backfilling, or sooner, if in the judgement of the Engineer it is necessary for maintaining street traffic, all streets shall be cleared of all rubbish, and all surplus materials satisfactorily disposed of, all surface irregularities which may be dangerous, obstructive to traffic, or unsightly, shall be removed and all signs of trenching effaced as far as practicable. The site of the wok and all other property, both public and private involved in the construction, shall be cleaned up and restored to the same condition as that in which it was first found by the Contractor. Where the line of trenching lies along or crosses a paved street, or other thoroughfare, the Contractor shall keep the surface of the backfill in a safe condition and level with the pavement until the pavement is restored.

3.16.3 The Contractor shall make arrangements to have the necessary labor and equipment available to check and maintain the streets, driveways, etc., on weekends and other times when his crews are not working.

3.17 Pavement Replacement

3.17.1 The Contractor shall repair all streets, roads, highways, drives, parking lots, or other pavement damaged during construction, whether on public or private property.

3.17.2 The Contractor shall backfill all streets in accordance with Section 3.6 of these Specifications and shall compact this backfill to the following densities in accordance with the AASHTO T-99 Specification for the Standard Proctor Density Test:

- | | |
|--|------|
| 1. Base material and top six inches of backfill: | 100% |
| 2. Next two feet of backfill: | 95% |
| 3. Remainder of backfill: | 95% |

3.17.3 The pavement replacement shall consist of a 6 inch thickness of compacted sand clay or clay gravel base material, a Type A prime coat, and 1 1/2 inch layer of Type 424A bituminous plant mix. All pavement replacement work shall be in accordance with the State of Alabama Standard Specifications for Highway Construction, latest edition. The existing pavement shall be sawed or cut to provide a uniform edge to tie the new paving to the existing pavement. The

paving is to be replaced to a width of 6 inches beyond the limits of the trench such that 6 inches of the paving patch is resting on undisturbed material. The edge of the existing paving shall be thoroughly tacked to provide a bond between the new and old paving.

3.17.4 The areas adjacent to the manhole frame shall have the base material removed by hand as necessary to insure that a full 1 1/2 inch depth of bituminous paving is placed up to the manhole frame. All paving materials shall be removed from the manhole lids and pick holes upon completion of the paving operations.

3.18 Grassing

3.18.1 The Contractor shall grass those areas as called for in the Special Specifications and as directed by the Engineer.

3.18.2 The areas to be grassed shall receive 2.0 tons per acre of agricultural limestone and 500 pounds per acre of 13-13-13 commercial fertilizer; and the lime and fertilizer shall be worked into the soil by discing. The following mixture of grass seed shall be sown on the area:

Bermudagrass (Hulled)	20 lbs/acre
Pensacola Bahia	20 lbs/acre
Kentucky 31 Fescue	20 lbs/acre
Reseeding Crimson Clover	20 lbs/acre

3.18.3 A cultipak shall be used to incorporate the seed into the soil, and the Contractor shall water and maintain the grassed areas until the grass is growing to the satisfaction of the Engineer.

3.19 Pipe on Piers

3.19.1 All exposed pipe or pipe installed above ground shall be ductile iron. At those locations as shown on the plans or as directed by the Engineer, the ductile iron pipe shall be installed on concrete or timber piers. When the pipe is installed on piers, a pier shall be provided at each joint.

3.19.2 Concrete piers shall be installed in accordance with the details shown on the plans. The concrete shall be provided and placed in accordance with these Specifications. The concrete shall be formed to fit the barrel of the pipe, shall extend into the ground a sufficient depth to provide a firm foundation, and shall have two bolts cast into the top to attach an anchoring strap across the pipe.

3.19.3 Timber piers are to be installed in accordance with the details shown on the Plans. All timber and piles shall conform to the applicable sections of these Specifications. The timber pier shall be constructed with two round timber piles which are set in the ground in concrete to a minimum depth of 5 feet. Each pier shall be provided with two 4 x 6 cross pieces, cross bracing, grid anchors, 3/4" diameter galvanized bolts, 18 ga. pile caps and wedges. The tops of all piers shall be cut off at a uniform height above the pipe and all piers along a line section shall be placed in a straight line.

3.20 Air Release Valves

3.20.1 Combination sewage air valves shall be installed along sewage force mains in locations as indicated on the Plans. They shall be capable of service at pressures up to 150 psi, and shall have an inlet size not less than two (2) inches. The combination air valve assembly shall consist of both an air vacuum valve and an air release valve and the assembly be furnished complete with a rubber hose, shut-off valves, a blow-off valve to remove sediment, and a back-flush assembly. The combination air valve assembly shall consist of an APCO No. 400 air release valve and an APCO No. 401 air and vacuum valve, or approved equal. The air valve assembly shall be constructed in such a manner that it can be back-flushed with a fresh water supply in order to clean internal parts, without introducing air to the force main. The flush water will be discharged to the bottom of the manhole housing the air release valve. Each air release valve shall be installed in a standard 4'0" diameter precast manhole constructed over the force main and valve assembly as shown on the detailed drawings. The manhole shall be provided with a standard manhole cover and an earth bottom on which a layer of gravel approximately 8" in depth has been placed. The top of the gravel bottom shall be approximately 2" below the bottom of the air release valve. The force main shall be tapped with a 2" threaded connection, or if necessary, a tapped tee shall be used for this connection. A 2" riser pipe will be installed to an elevation approximately 2" above the gravel base. A 2" shut-off valve and a 1" blow-off valve shall be installed between that point and the air valve assembly. The Contractor shall make certain that the force main is installed at a sufficient depth so that the manhole can be satisfactorily constructed and the air release valve assembly installed in the manhole without having the manhole cover extend up above the surrounding ground level.

3.21 Water Usage

3.21.1 All water utilized by the Contractor for well point jetting, flushing, ditch flooding, etc., which is obtained from the water system shall be paid for by the Contractor to the owner of the water system. Prior to utilizing any water from the system, the Contractor shall have reached an agreement with the water system owner concerning the measurement of water used, rates, and usage of fire hydrants.

4. CONSTRUCTION STAKEOUT

4.1 The Engineer will provide the contractor with an electronic DWG of the design. All construction stakeout will be performed by the contractor and verified by the engineer. Payment for Construction Stakeout shall be included in the price bid for the sanitary sewer improvements. No special compensation will be made for Construction Stakeout.

5. PERMITS

5.1 Permits for location of pipelines on public right-of-way and for crossing of highways and railroads will be obtained by the Owner. The Contractor will be required to obtain and furnish all bonds and insurance required by the Highway Department and railroads for the work covered by these Specifications.

6. MEASUREMENT AND PAYMENT

6.1 General

6.1.1 Only those items listed in the Proposal shall be measured for payment. Measurements shall be made by the Engineer, and the Contractor's representative shall be present for all measurements made. The Contractor shall make certain that all work or material has been measured before covering, and the Contractor shall uncover any work not measured prior to covering. The Contract prices paid for the various items shall be payment in full for furnishing and transporting all materials necessary to construct the work, for all excavating, for constructing of sewer lines, laterals, and appurtenances, including all work and materials necessary and incidental thereto, for backfilling of all excavations and restoration and maintenance of streets, alleys or other thoroughfares, for replacing of pavement where required, and for all the materials, equipment, machinery, tools, labor and incidentals necessary to complete and maintain the work until final acceptance, all in accordance with the foregoing Specifications and the Contract. Unless otherwise noted in the Special Specifications, all excavation shall be bid on an unclassified basis and shall be included in the unit price bid for the pipe.

6.2 Pipe

6.2.1 Gravity sewer pipe including Ductile Iron and PVC shall be measured horizontally in linear feet from center to center of manholes. The depth of cut will be determined by the difference in elevation between the ground surface of the centerline of the ditch and the pipe invert. Payment will be made at the Contract unit price bid per linear foot of pipe for the specified type, size, and depth of cut.

6.2.2 Riser pipe and service pipe shall be measured from the hub of the tee or wye to the end of the services. Payment will be made at the unit price bid per linear foot of service pipe installed. No separate payment will be made for fittings installed in the line.

6.2.3 Force mains shall be measured in linear feet from the point indicated on the Plans at the pumping station to the end of pipe at the discharge point. The cost of any fittings required in the force main and the cost of the metallic locator strip shall be included in the price bid for the pipe. Payment will be on the basis of the quantity of pipe actually installed.

6.2.4 Extra cost ductile iron pipe shall be measured in linear feet and shall be paid for on the basis of the actual quantity of ductile iron pipe installed. This item shall cover the extra cost of providing ductile iron pipe over that of the standard gravity sewer pipe. The Contractor will receive payment for both gravity sewer pipe at the proper cut classification and extra cost ductile iron in those locations where the Engineer directs that ductile iron be installed. Ductile iron pipe on piers is a separate pay item and will not be included under the extra cost item.

6.2.5 Casing pipe shall be measured in linear feet and be paid for on the basis of the total length of casing installed. The cost of the carrier pipe of the size and type called for in the Proposal which is installed inside of the casing shall be included in the unit price bid for this items.

6.2.6 Ductile iron pipe on concrete or timber piers shall be measured as the actual quantity in linear feet of pipe completely supported by piers. The measurements shall begin at the first pier

and end at the last pier. The price bid for this item shall include the entire cost of installing these item including the pipe, piers, and incidentals.

6.3 Service Connections

6.3.1 Service connections shall be measured by counting the actual number of tees and wyes installed. Payment will be on the basis of the unit price bid for each connection.

6.4 Manholes

6.4.1 Manholes shall be measured for depth of cut from the invert of the lowest pipe to the top of the manhole casting. Payment will be made on the basis of the unit price bid for manholes of the various cut classifications, and the unit price shall include all items required to construct the manhole.

6.4.2 Where the Proposal contains an item for Above Ground Manhole Extensions, the depth of cut for the manholes on which extensions are provided shall extend to the ground surface. Manhole extensions will be measured from the ground surface to the top of the casting and will be paid for on a vertical footage basis.

6.5 Clearing and Grassing

6.5.1 All clearing and all grassing will be measured and paid for on the basis of the actual quantity of work performed.

6.6 Paving Replacement

6.6.1 Paving replacement will be measured and paid for on the basis of the actual quantity of work performed on the basis of the unit of measurement and unit price shown in the Proposal.

6.7 Air Release Valves

6.7.1 Air release valves shall be paid for at the unit prices bid in the Proposal.

6.8 Sheeting

6.8.1 All sheeting actually left in place in the trench by written order of the Engineer will be paid for at the actual cost of the material left in place and no other allowance will be made.

6.9 Crushed Stone Backfill

6.9.1 Crushed Stone Backfill will be measured on a linear foot basis and shall be based on an undercut and gravel backfill of 6 inches below the bottom of the pipe. In the event that the Engineer directs that additional unsuitable material be undercut to provide a satisfactory foundation, this additional crushed stone backfill will be measured and paid for on a cubic yardage basis, in place. The measurements will be made on the actual width of the trench, the undercut greater than 6 inches, and the trench length; and there will be no allowance for spillage, waste, etc.

6.10 Select Backfill

6.10.1 Select backfill will be paid for on a cubic yardage basis determined by truck measurement. Select backfill will be paid for only where specifically authorized by the Engineer.

7. INSPECTION AND TESTS

7.1 General

7.1.1 All lines and manholes shall be visually inspected by the Engineer after the backfilling and compaction work has been completed, but prior to any paving replacement work. The Contractor shall thoroughly flush and ball the lines prior to this visual inspection to remove all dirt and debris from the line. This inspection shall show a full circle of light between manholes. If this inspection reveals poor pipe alignment, displaced joints, visible infiltration in the pipe or manholes, or any other defects, these defects shall be repaired by the Contractor; and the lines will be reinspected.

7.2 Infiltration/Exfiltration

7.2.1 The leakage of water into the lines constructed under this Contract shall not exceed 200 gallons per inch of pipe diameter per day per mile of sewer line. If in the opinion of the Engineer an infiltration test will not provide a satisfactory test of the lines, then the Engineer may require that an exfiltration test be conducted on the lines. The exfiltration shall not exceed the allowable infiltration specified above. The Contractor shall be responsible for furnishing all labor and materials required to conduct these infiltration/exfiltration tests, and the cost of these tests shall be included in the unit price bid for the pipe and manholes.

7.3 Air Tests

7.3.1 The Contractor shall test all gravity sewer lines with the use of low pressure air. The tests shall be conducted as directed by the Engineer, and the cost of all air testing shall be included in the price bid for the pipe.

7.3.2 The air tests are to be conducted after the line has been completed and the ditch line backfilled and compacted. The air testing shall be completed prior to the pavement being replaced along the lines. The equipment utilized to conduct the testing shall be specifically designed for this work. The Engineer shall be notified at least 48 hours prior to conducting the air tests.

7.3.3 All pneumatic plugs shall be seal tested before being used in the actual test installation. One length of pipe shall be laid on the ground and sealed at both ends with the pneumatic plugs to be checked. Air shall be introduced into the plugs to 25 psig. The sealed pipe shall be pressurized to 5 psig. The plugs shall hold against the pressure without bracing and without movement of the plugs out of the pipe.

7.3.4 After a manhole to manhole reach of pipe has been backfilled and cleaned, and the pneumatic plugs are checked by the above procedure, the plugs shall be placed in the line at each manhole and inflated to 25 psig. Low pressure air shall be introduced into this sealed line until the internal air pressure reaches 4 psig greater than the average back pressure of any groundwater that may be over the pipe. At last two minutes shall be allowed for the air pressure

to stabilize. After the stabilization period (3.5 psig minimum pressure in the pipe), the air hose from the control panel to the air supply shall be disconnected. The test of that portion of line being tested shall be termed "Acceptable" if the time required in minutes for the pressure to decrease from 3.5 to 2.5 psig (greater than the average back pressure of any groundwater that may be over the pipe) shall not be less than the time shown for the given diameters in the following table:

PIPE DIAMETER IN INCHES	MINUTES
4	2.0
6	3.0
8	4.0
10	5.0
12	5.5
15	7.5
18	8.5
21	10.0
24	11.5

7.3.5 In areas where groundwater is known to exist, the Contractor shall install a one-half inch diameter capped pipe nipple, approximately 10" long, through the manhole wall on top of one of the sewer lines entering the manhole. This shall be done at the time the sewer line is installed. Immediately prior to the performance of the Line Acceptance Test, the groundwater shall be determined by removing the pipe cap, blowing air through the pipe nipple into the ground so as to clear it, and then connecting a clear plastic tube to the nipple. The hose shall be held vertically and a measurement of the height in feet of water over the invert and the pipe shall be taken after the water has stopped rising in this plastic tube. The height in feet shall be divided by 2.3 to establish the pounds of pressure that will be added to all readings. (For example, if the height of water is 11.5 feet, then the added pressure will be 5 psig. This increases the 3.5 psig to 8.5 psig, and the 2.5 psig to 7.5 psig. The allowable drop of one pound and the timing remain the same). Other methods for determining groundwater level may be used if approved in advance and if results are expected to be accurate in determining the groundwater level.

7.3.6 Should the line fail the pressure test, the Contractor shall, at his expense, determine the source of leakage, make repairs as necessary to eliminate the leakage, and retest the line section until the line section passes the test. Air testing shall be in addition to the infiltration tests specified in these Specifications.

7.4 Force Main Pressure Tests

7.4.1 After completion, force mains shall be subjected to a pressure test for at least two hours if uncovered or six hours if covered, or until the line has been completely inspected for visible leaks. A recording pressure gauge shall be used in monitoring the pressure during the pressure and leakage test.

7.4.2 Each section of pipe shall be slowly filled with water and the specified test pressure, measured at the lowest point of elevation, shall be applied by means of a pump connected to the pipe in a satisfactory manner. The pump, pipe connection, gauges and all necessary apparatus shall be furnished by the Contractor.

7.4.3 Before applying the specified test pressure, all air shall be expelled from the pipe. To accomplish this, taps shall be made, if necessary, at point of highest elevation, and afterwards tightly plugged.

7.4.4 Suitable means shall be provided by the Contractor for determining the quantity of water lost by leakage under normal operating pressure. No pipe installation will be accepted until or unless this leakage (evaluated on a pressure basis of 150 psi) is less than 30 U.S. gallons per 24 hours per mile of pipe per inch nominal diameter for pipe in 12 foot lengths and 10 gallons for 40 foot lengths. In calculating leakage, the Engineer will make allowance for added joints in the pipe line above those incidental to normal unit lengths of pipe. Test pressures shall be working pressure of pipe class.

7.4.5 Should any test of combined sections of pipe laid disclose leakage pr mile of pipe greater than the specified limit, the Contractor shall, at this own expense, locate and repair the defective joints or individual sections until the leakage is within the specified allowance. Leakage is defined as the quantity of water to be supplied into the newly laid pipe, or any valved section of it, necessary to maintain the specified leakage test pressure after the pipe has been filled with water and the air expelled.

7.4.6 Pipe may be subjected to hydrostatic pressure, inspected, and tested for leakage at any convenient time after partial completion of backfill. Joints shall not be backfilled until the tests are complete and accepted. The cost of all pressure testing shall be included in the unit price bid for the pipe.

7.5 Deflection Testing

7.5.1 All PVC pipe shall be checked for deflection no sooner than 60 days after completion of the backfilling operations. A nine armed mandrel shall be hand pulled through all PVC gravity sewer, and the maximum allowable deflection of the pipe shall be 5%. Any pipe which has a deflection of greater than 5% shall be rejected, and the pipe shall be relaid or replaced by the Contractor at no additional cost to the Owner. All costs related to the deflection testing of PVC pipe shall be included in the price bid for the pipe.

8. ACCIDENT PREVENTION, SAFETY, AND PROTECTION OF PROPERTY

8.1 The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Owner will require that caution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property and that the safety provisions of the applicable laws and building codes shall be complied with. The Contractor shall comply with all applicable OSHA criteria and shall maintain a safety program as outlined in the Manual of Accident Prevention in Construction published by the Associated General Contractors of America.

8.2 The Contractor and he alone shall be liable for any claims or lawsuits made or filed in connection with damages, injuries, loss of life or other accidents caused by his construction operations or due to his negligence or to the negligence of his employees in taking proper and adequate precautions to insure the safety of the general public, his own employees, or any other person or property, or due to unforeseen accidents incidental to the work such as trench cave-

ins, ruptured utility line and conduits, etc. The Contractor shall indemnify and save harmless the Owner, the Owner's engineer, and all other agents, officials, or employees of the Owner, against any claims or lawsuits made or filed against him in connection with his work under this contract.

8.3 Prior to beginning construction work, the Contractor shall thoroughly document the condition of all existing landscaping, structures, and other improvements located along the line in those locations where property damage or damage claims may result from the construction work. The manner in which this documentation is accomplished shall be acceptable to the Engineer. A complete set of documentation will be available on the job site to help determine what restoration work is required to return any disturbed property to its original condition and to settle disputes concerning the original condition of any property.

9. MISCELLANEOUS

9.1 No wastewater bypassing will occur during construction unless a schedule has been approved by the State Agency and the U.S. Environmental Protection Agency if required pursuant to the terms of the NEPA permit.

9.2 The Contractor shall abide by all local and state laws or ordinances to the extent that such requirements do not conflict with Federal laws or regulations.

9.3 The phrases "or equal" and "or approved equal" as used in these Specifications are meant to have equivalent meanings. No approval of equipment is required prior to bids.

SPECIAL SPECIFICATIONS
WWTP Rehabilitation
Project No. 19MW103.2
Monroeville Water Works and Sewer Board

1. OVERVIEW

- 1.1 The work to be completed under this contract includes the rehabilitation of several structures and equipment at Double Branch and Hundson Branch WWTPs. The locations of the work to be performed are shown on the Project Plans.

2. SUBCONTRACTING

- 2.1 The Contractor shall not subcontract more than 50% of the contract work without written permission of the Owner. The Owner shall approve all subcontractors. Prior to beginning any work on the contract, the Contractor shall submit a list of all subcontractors along with a description of the work planned for each subcontractor; a list of previous projects completed; a list of references; a list of the subcontractor's equipment to be used on the project; a list of credit references; and a copy of the proposed contract between the prime contractor and subcontractor.
- 2.2 No subcontractor will be approved for work on this Contract who cannot demonstrate ability to satisfactory complete the work.

3. EQUIPMENT AND MATERIAL

- 3.1 All equipment and materials selections shall be submitted to the Engineer for approval prior to the placement of purchase orders.
- 3.2 All existing equipment to be removed from the project shall become the property of the Contractor and shall be properly disposed of offsite.

4. CLEAN-UP

- 4.1 Throughout the progress of the work, the Contractor shall keep the construction area, including storage areas used by him, free from accumulations of waste material or rubbish. Disposal of all waste materials shall be the responsibility of the Contractor and shall be at locations satisfactory to the Engineer.

5. EXISTING UTILITIES AND UNDERGROUND OBSTRUCTIONS

- 5.1 In excavating and backfilling care must be taken not to remove, disturb or injure any water, sewer, gas, electric, telephone, or other conduits or utilities encountered without prior approval of the Owner of the utility, including private utilities. If necessary, in order to perform the intended work, the Contractor shall sling, shore up, and maintain such utilities in operation, and promptly repair any damage done to them.
- 5.2 It shall be the Contractor's responsibility to give sufficient prior information to the utility owner that construction will take place whereby the utility owner will be afforded an

opportunity to adequately mark, on the ground or with sufficient maps, the utility locations. Coordination of such information and utility locations shall be the sole responsibility of the Contractor. In event of damage to the utilities, the Contractor will promptly notify the utility owner (private or public) and must assume full responsibility thereof. Failure of the Contractor to promptly notify the utility owner shall make him liable for any needless loss or interference with normal operations of the utility.

- 5.3 Prior to construction and/or bidding, the Contractor shall satisfy himself as the underground obstructions by making direct contact with utility firms, if he so desires, so as to become thoroughly aware of true conditions. The utility lines shown on the plans and any notes on the plans pertaining to underground obstructions were taken from those records available for the system, and there was no intent to show the details and locations of all underground obstructions which may be encountered. The information shown is for the Contractor's convenience only, and it shall not be used as a basis for claims for extra compensation.

6. ACCIDENT PREVENTION, SAFETY, AND PROTECTION OF PROPERTY

- 6.1 The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Owner will require that caution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property and he shall comply with the safety provisions of all applicable laws and building codes. The Contractor shall comply with all applicable OSHA criteria and shall maintain a safety program as outlined in the Manual of Accident Prevention in Construction published by the Associated General Contractors of America.
- 6.2 The Contractor and he alone shall be liable for any claims or lawsuits made or filed in connection with damages, injuries, loss of life or other accidents caused by his construction operations or due to his negligence or to the negligence of his employees in taking proper and adequate precautions to insure the safety of the general public, his own employees, or any other person or property, or due to unforeseen accidents incident to the work such as trench cave-ins, ruptured utility lines and conduits, etc. The Contractor shall indemnify and save harmless the Owner, the Owner's engineer, and all other agents, officials, or employees of the Owner, against any claims or lawsuits made or filed against him in connection with his work under this contract.
- 6.3 Prior to beginning construction work, the Contractor shall thoroughly document the condition of all existing landscaping, structures, and other improvements which may be affected by his operations. **The manner in which documentation is accomplished shall be acceptable to the Engineer but as a minimum, shall include a color video tape(s) of the construction area with audio describing the area and tying the location to the project location.** A complete set of documentation will be available on the job site to help determine what restoration work is required to return any disturbed property to its original condition and to settle disputes concerning the original conditions of any property.
- 6.4 By executing this Contract, the Contractor admits he has a full understanding of all provisions and ramifications of this chapter of the Contract, and commits to fulfill all his obligations outlined in it.

7. TRENCH CUTTING, BACKFILL AND COMPACTION

- 7.1 All improvements within the existing paving shall be made via clean, straight saw cut through the existing asphalt/concrete surface. All saw cutting and removal shall be considered subsidiary of the utility improvements to be performed.
- 7.2 Upon completion of the installation of the pipe, the trench shall be backfilled. This backfill material shall be compacted and mounded over the trench line such that any settlement which occurs will not leave a depression along the trench line. The Contractor will be responsible for dressing up any areas of the ditch on which any settlement occurs.
- 7.3 The Contractor shall have on the job site at all times compaction equipment to use in trench compaction. The equipment shall be equal to a hand operated (walk behind) vibratory sheep's foot roller. This equipment shall be used in all excavations located on street, road, or highway right-of-way to the extent allowed by OSHA. In the event that the compaction equipment provided will not achieve the specified compaction, the Contractor shall promptly provide equipment that will achieve the specified compaction results.

8. PIPE & FITTINGS

- 8.1 Pipe shall be of the Class/SDR ratings listed in the Proposal and as shown on the Plans. The locations of transitions between different classes shall be verified by the Engineer. PVC and D.I. pipe shall be bedded in a crushed stone trench bottom installed to a minimum depth below the pipe of six (6) inches. After the pipe is installed, the trench shall be backfilled with crushed stone to a depth of one-half the pipe diameter. The cost of the crushed stone trench bottom and crushed stone backfill shall be included in the price bid for the pipe.

9. CRUSHED STONE

- 9.1 The "General Specifications for Sanitary Sewers and Appurtenances" is hereby revised to provide that the crushed stone shall be crushed limestone which meet the gradation standards for No. 57 coarse aggregate. This crushed stone shall be utilized for all pipe bedding, gravel trench bottom, gravel fill, and pipe foundation. Washed gravel is **not** acceptable for use. The cost of the 6" crushed stone bedding and backfill to half the pipe diameter shall be included in the price bid for the pipe.

10. EROSION CONTROL

- 10.1 Where directed by the Engineer, the Contractor shall provide, establish and maintain temporary measures as necessary to control erosion. These measures, at a minimum, are expected to include silt fencing and straw wattles. The cost for erosion control items shall be considered subsidiary to other items of work.

11. BASIN DEMOLITION

- 11.1 Contractor shall demolish the existing concrete basin at Double Branch WWTP as shown on the plans. The basin is approximately 90' long x 45' wide x 14' tall. The basin walls shall be removed to 2' below the existing grade and the entire basin shall be backfilled with sandy clay to within 4" of finished grade. The final 4" shall be clean topsoil to finished grade. Provide positive drainage, seed & mulch.
- 11.2 The floor of the basin shall be broken in several places to provide drainage. The existing debris in the basin shall be removed and disposed of by the contractor.
- 11.3 All costs associated with all labor, equipment, materials, tools, and incidental items required to complete the work as specified and shown on the plans shall be included in the lump price bid for **Basin Demolition**.

12. CHEMICAL BUILDING REHAB

- 12.1 Contractor shall rehabilitate the existing Chemical Building at Double Branch WWTP as shown on the plans. Rehabilitation shall include full cleaning, interior and exterior repainting, new electrical, new windows, new doors, new gas cylinder racks, and all related appurtenances as shown on the plans.
- 12.2 All equipment, fixtures, paint colors, etc. shall be submitted to the Owner to review and approve prior to any order being placed by the contractor.
- 12.3 All costs associated with all labor, equipment, materials, tools, and incidental items required to complete the work as specified and shown on the plans shall be included in the lump price bid for **Chemical Building Rehab**.

13. CHEMICAL FEED SYSTEM

- 13.1 Contractor shall provide and install a new chemical feed system to provide disinfection of the wastewater effluent at Double Branch WWTP as shown in the plans. The system shall include chlorine and sulfur dioxide systems as detailed in the subsequent specifications and plans.
- 13.2 The system shall include the plumbing to the existing Chlorine Contact Chamber along with all valves and diffusers as shown in the plans.
- 13.3 All costs associated with all labor, equipment, materials, tools, and incidental items required to complete the work as specified and shown on the plans shall be included in the lump price bid for **Chemical Feed System**.

14. CHLORINE CONTACT CHAMBER REHAB

- 14.1 Contractor shall rehabilitate the existing Chlorine Contact Chamber at Double Branch WWTP as shown on the plans. Rehabilitation shall include draining, removal of wooden baffle walls, construction of new CMU baffle walls, pressure washing, cementitious lining of all interior and exposed exterior surfaces, piping and valves to connect the existing wastewater flow to the basin, bypass pumping, and abandonment of the existing UV System as shown in the plans.

14.2 All costs associated with all labor, equipment, materials, tools, and incidental items required to complete the work as specified and shown on the plans shall be included in the lump price bid for **Chlorine Contact Chamber Rehab**.

15. BYPASS PUMPING

15.1 The Contractor shall provide and have in place adequate pumping equipment to by-pass the flow of sanitary sewer when making the improvements which are a part of this contract. All costs associated with rerouting, bypassing, pumping or otherwise providing safe and uninterrupted sanitary sewer service at each site shall be subsidiary the other items of work. No separate payment will be made.

16. MUD VALVE REPLACEMENT

16.1 Contractor shall replace the existing failed mud valve in the chlorine contact chamber at Hudson Branch WWTP. The new valve shall be a 4" cast iron mud valve by Trumbull, or approved equal and have a non-rising stem, 2" square operating nut, extension stem with handwheel, and adjustable stem guide.

16.2 All costs associated with all labor, equipment, materials, tools, and incidental items required to complete the work as specified and shown on the plans shall be included in the lump price bid for **Mud Valve Replacement**.

17. BACKUP GENERATOR, 60 kW Diesel

17.1 Contractor shall provide and install a new backup generator at Hudson Branch WWTP as shown in the plans. The system shall include automatic transfer switch and related electrical improvements as detailed in the subsequent specifications and plans.

17.2 All costs associated with all labor, equipment, materials, tools, and incidental items required to complete the work as specified and shown on the plans shall be included in the lump price bid for **Backup Generator, 60 Kw Diesel**.

18. CRUSHED STONE SURFACING

18.1 At locations shown on the plans and as directed by the Engineer, roadway stone shall be provided and installed to provide a satisfactory roadway surface with a finished thickness of 3-inches. Roadway Stone shall meet the requirements of Type B, Section 825 of the ALDOTSSHC, Latest Edition.

18.2 The price bid shall include all costs of providing the material, roadway prep, clipping, grading, spreading, and compaction. Payment for Roadway Stone will be based upon the quantity of material used, measured in tons.

19. ASPHALT PATCHING

19.1 Asphalt Patching shall be constructed on the roadways as shown on the plans and as directed by the engineer.

- 11.2 Prior to placing the patching, the existing asphalt shall be saw cut to provide uniform edges, removed, and the underlying subgrade shall be evaluated. Upon inspection the subgrade shall be removed, replaced, and compacted to the satisfaction of the engineer.
- 11.4 Upon completion of the subgrade compaction, crushed aggregate base, 825 Type B shall be placed and compacted to a 4" thickness. Asphalt patching shall then be placed at the rate shown in the plans to provide a uniform smooth grade with the surrounding pavement.
- 11.5 Payment shall be at the Contract unit price for **Asphalt Patching**, per ton in place and shall be full compensation for construction of the roadway patching complete in place including removal, subgrade preparation, crushed aggregate base, and asphalt as directed and includes all equipment, tools, labor, and incidentals required to complete the work.

20. ASPHALT PAVING

- 20.1 The contractor shall clip the existing paving surface to remove obvious high points in the existing surface which are the result of street patching, utility line installation, and minor pavement failure. This clipping is not intended to cover major areas, but it is intended to remove localized high spots that would produce thin areas in the resurfacing.
- 20.2 Any holes or depressions in the existing surface that are in excess of 1 inch in depth shall be filled with plant mix and allowed to cure before paved over.
- 20.3 The roadway to be resurfaced shall receive a bituminous tack coat to be applied in a uniform coverage at a rate of 0.10 gal/sy. Payment for the tack coat shall be considered incidental to the resurfacing and shall be included in the unit price bid for asphalt. The resurfacing layer shall be placed at the rate shown in the plans.
- 20.4 Payment will be made on a tonnage basis and the contract unit price per ton for **Asphalt Paving** shall be full compensation for construction of the bituminous wearing surface complete in places directed, including all materials, procurement, handling, hauling, and processing cost, and includes all equipment, tools, labor, and incidentals required to complete the work.

21. MISCELLANEOUS EQUIPMENT/PARTS ALLOWANCE

- 21.1 The pay item, Miscellaneous Equipment/Parts Allowance, is intended to cover any and all parts or equipment required for the proper installation and functioning of the required wastewater treatment facility that is not shown in the construction plans or specified in the construction specifications.
- 21.2 Prior to the procurement of any equipment or parts through this allowance, the contractor must first receive authorization from the Engineer to proceed with procurement of said equipment or part(s). Failure to comply with this process could negate any payment to the contractor for the equipment or part(s) in question.
- 21.3 Payment for Miscellaneous Equipment/Parts Allowance will be made on a percentage

basis as approved by the Engineer.

22. ALTERNATE BID

- 22.1 An alternate bid has been included in the Proposal in order to insure that the project will be constructed in accordance with the funds which are available. The Alternate Bid includes the lining of the EQ Basin with Tnemex/Epoxtec Cladliner in-leu of Xypex.
- 22.2 The Owner may choose to award the Contract on the basis of the Base Bid or the Base Bid plus the Alternate Bid.

23. AS-BUILTS

- 23.1 The Contractor shall be responsible for providing as-builts to the Owner upon completion of the project. The as-builts should be made at the same rate as construction and be maintained at the jobsite for the Owner or Engineer to review. All costs associated with providing as-builts shall be included in the unit prices bid for various items in the proposal. No additional payment will be made to the Contractor for providing these as-builts.

24. PROTECTION OF OWNER

- 24.1 The Contractor hereby agrees to hold harmless, indemnify and defend the Owner and the Owner's employees while acting within the scope of their duties from and against any and all liability, claims, damages, and cost of defense arising out of the Contractor's performance of the work described herein but not including the sole negligence of the Owner, his agents or employees. The Contractor will require any and all subcontractors to conform with the provisions of this clause prior to commencing any work. **The Contractor shall furnish an Owner's Protective Liability Policy which lists both the Owner and the Engineer as Named Insured.** This insurance coverage shall be provided in a policy separate from the Contractor's insurance policies, and a copy of the policy shall be provided to the Engineer. The limits of liability shall be not less than \$1,000,000.

25. ADVERTISEMENT OF CLOSING

- 25.1 The Contractor shall attach to the final payment estimate an affidavit of publication (with clipping) from a newspaper of general circulation in the county where work was done, that completion has been advertised weekly for four (4) consecutive weeks. First notice must be subsequent to completion. Employ the following copy:

“Notice is hereby given that (contractor and address) has completed all work on the **WWTP Rehabilitation Project No. 19MW103.2 for the Monroeville Water Works and Sewer Board in Monroeville, Alabama.**” All persons having any claim for labor, materials, or otherwise in connection with this project should immediately notify the above-named contractor and the **General Manager** of the **Monroeville Water Works and Sewer Board.**

26. MISCELLANEOUS

- 26.1 The Contractor shall abide by all local and state laws or ordinances to the extent that such requirements do not conflict with federal laws or regulations.
- 26.2 It is the intent of this Contract to provide a complete job for the unit prices bid for the various items of work included in the Proposal. When no bid item is provided for work described by the plans or these specifications, the work shall be considered incidental to the project and the cost shall be included in other items of work provided in the Proposal.
- 26.3 The time for completion of this contract is based on a standard weekly work schedule of Monday through Friday. No work shall be scheduled or done on Saturday or Sunday, except for any required emergency maintenance work, without the prior approval of the Engineer.
- 26.4 A local building permit will **not** be required for this job. The Contractor and any subcontractors will be required to have current State of Alabama General Contractor's licenses.
- 26.5 The Contractor is encouraged to remain inside the limits of the designated construction area to minimize damage to the surrounding areas. Unnecessary damage to surrounding areas outside of the limits of construction may be subject to repair by the Contractor with no reimbursement for the work performed.
- 26.6 No work shall be initiated on this project until the Contractor has all equipment on the job that is required to clean up and properly maintain the site. It is the Contractor's responsibility to ensure that all equipment is working properly.

CHLORINE & SULFUR DIOXIDE FEED SYSTEMS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Description of Work
 - 1. Provide labor, equipment, materials, tools, and incidentals required for a complete and operable installation of one (1) chlorination and one (1) sulfur dioxide feed system as shown on the drawings and specified herein.

1.02 DESCRIPTION OF SYSTEMS

- A. The gas feeders shall be an Evoqua / Wallace & Tiernan S10K Sonic Automatic Chlorinator and Sulfonators as provided by Water Treatment & Controls Technology, Inc., 9900A N. Palafox St. Pensacola, FL 32534 – (800) 826-7699 to maintain overall system standardization.
- B. Each shall be a vacuum operated sonically regulated type system consisting of:
 - 1. Automatic Switchover Vacuum regulators
 - 2. Automatic Control Rotameter with rate valve
 - 3. Injector
 - 4. High/low Vacuum Alarm Switch
 - 5. Dual Point Gas Detector with Battery Back-up
 - 6. Dual Cylinder 150 lb. Electronic Scale
- C. It shall have a maximum capacity of 500 pounds per day (PPD) chlorine and 450 PPD sulfur dioxide and sized to feed 50 and 27 PPD, respectively.
- D. Each shall be automatically controlled having a feed range of 10:1 and the capability to control within $\pm 4\%$ of the indicated feed rate.

PART 2 PRODUCTS

2.01 VACUUM REGULATOR

- A. The cylinder mounted vacuum regulators shall be rated for 200 PPD of chlorine and 180 PPD of sulfur dioxide.
- B. It shall consist of a vacuum regulator designed to reduce full supply pressure to a vacuum without venting.
- C. A self-aligning yoke designed to Chlorine Institute recommendation per drawing 189 shall be provided as an integral part of the vacuum regulator.

- D. The unit shall include a selector knob and icons to indicate the chlorine gas container status.
- E. An off position shall be provided to isolate the diaphragm and internal components from atmospheric air when the operator changes containers.
- F. It shall contain internal pressure relief.

2.02 AUTOMATIC SWITCHOVER

- A. An automatic switchover system shall be furnished to change over to new supply as the on-line supply is depleted.
- B. A pair of vacuum regulating valves with built-in switchover capability shall be furnished for each system.
- C. The regulator valve shall include a mechanical detent to keep the standby gas supply ready for on-line service.
- D. When the switchover is accomplished gas shall continue to be drawn from the former source until the container(s) are empty.
- E. A separate switchover device will not be acceptable.
- F. Each regulator shall include easy to read indication of the following positions:
 - 1. Stand-by
 - 2. Operating
 - 3. Empty
 - 4. Off

2.03 CONTROL UNIT

- A. One 5-inch rotameter assembly with a V-notch rate valve shall be furnished for each system.
- B. The rotameter tube shall be serviceable without removing the frame from its mounting.

2.04 INJECTOR

- A. Each gas feeder shall have a PVC 3/4-inch fixed throat injector rated 200 PPD to generate the operating vacuum for each system.

- B. The injector shall be capable of feeding against a backpressure of 160 PSI with an operating pressure of up to 300 PSI.
- C. It shall include built-in double check valve protection to prevent water from back flooding into the vacuum regulator.
- D. The injector shall include an integral mounting bracket.
- E. It shall be capable of mounting in either the vertical or horizontal plane.

2.05 AUTOMATIC CONTROL

- A. Each gas feeder shall be provided with an integral automatic control system consisting of:
 - 1. A dedicated electronic controller
 - 2. A V-notch positioner
 - a) Shall move the V-notch plug
 - b) Shall contain a reversible motor with:
 - thermal overload protection
 - mechanical override
 - feedback potentiometer
 - selectable contacts
 - front accessibility for service
 - 3. A 5" rotameter
 - 4. A V-notch chamber
- B. The positioner, V-notch Chamber and 5" rotameter shall be mounted remote from the gas storage area.
- C. The positioner and controller shall be housed in NEMA 4X enclosures

2.06 SFC-SC FLOW PROPORTIONAL CONTROLLER

- A. The Flow Proportional Controller shall be microprocessor-based with NEMA 4X enclosure.
- B. It shall accept a 4-20 mA process variable input signal.
- C. The user interface shall include a membrane touch keypad and backlit LCD display.
- D. The display shall be scrollable to five operating menus as follows:
 - 1. Main Menu shall display values
 - 2. Setup Menu
 - 3. Input and Output options

4. Diagnostics Menu for troubleshooting
 5. Calibration Menu
- E. Dosage can be set from 10 to 400% of output.
- F. An isolated 4-20 mA output signal shall be provided for the following positions:
1. Control
 2. Flow
 3. Actuator
- G. The controller shall be an SFC-SC (Signal Conditioning Unit) as manufactured by Evoqua / Wallace & Tiernan.

2.07 HIGH/LOW VACUUM SWITCH

- A. A high/low vacuum switch shall be supplied for each system to actuate on loss of vacuum to the feed system.
- B. It shall be supplied with three (3) alarm relays, one low alarm relay, one high alarm relay and one latch relay.
- C. Input voltage shall be 90 – 265 VAC.
- D. Range shall be 0 – 30 in. Hg, 0 – 15 in. Hg for low alarm and 15 – 30 Hg for high.
- E. Enclosure shall be NEMA 4X with knockouts.
- F. Vacuum Switch shall contain a three-digit digital readout for vacuum level indication.
- G. The vacuum switch shall be a VAC 2000 as manufactured by REIM Electronics.

2.08 GAS DETECTOR

- A. A dual point gas detector shall be provided for each system, chlorine, and sulfur dioxide to monitor the feed equipment and gas supply areas, respectively.
- B. Each system shall consist of two receiver modules and a separate power supply module, DIN rail mounted for flexibility in a NEMA 4X polystyrene enclosure suitable for wall mounting.
- C. Input voltage shall be 85 – 220 VAC.
- D. Range shall be 0 – 10 PPM for Cl₂ and 0 – 20 PPM for SO₂.

- E. The operating range of the sensor shall be field adjustable through DIP switches in the receiver module.
- F. Each specific gas receiver shall contain four separate LED indicators for operational and alarm status:
 - 1. Warning
 - 2. Alarm
 - 3. Sensor Failure
 - 4. Power
- G. There shall be three separate alarm relays that can be assigned to the two alarm set points and configurable for:
 - 1. Normal/fail-safe
 - 2. Latching/non-latching
 - 3. Fast/slow operation
- H. A fourth relay shall be provided to indicate a sensor failure in the event the transmitter cable is disconnected.
- I. An acknowledge/reset button shall provide for:
 - 1. Silencing the audible alarm
 - 2. Resetting the alarm circuit
 - 3. LED indicator testing
 - 4. Alarm relay inhibition for servicing
- J. The Sensor/Transmitter shall be housed in a NEMA 4X enclosure suitable for wall mounting:
 - 1. It shall be an electrochemical type
 - 2. Specific for the gas being monitored
 - 3. Be provided with an operating life of 2 years
 - 4. Shall not require the addition of chemicals
 - 5. Shall be powered from the receiver through a 2-conductor cable up to 1,000 ft. long.
- K. A Battery back-up system shall be provided consisting of:
 - 1. A sealed lead-acid battery mounted in a separate enclosure.
 - 2. To maintain all gas detection system functions for a minimum of six hours in the event of a power failure.
 - 3. The power supply module shall continuously and automatically recharge the battery.
- L. Provide one AP115 Alarm Light and Buzzer Panel as manufactured by Water Treatment and Controls Technology, Inc. for each gas monitored.
- M. Gas Detector shall be ACUTEK 35 as manufactured by Evoqua/Wallace & Tiernan.

2.09 DUAL CYLINDER HYDRAULIC SCALE

- A. A dual cylinder hydraulic scale with digital readout shall be supplied for each system to measure weight of product available in the gas cylinders in operation/standby.
- B. For redundancy, each weighing platform shall have a sole and separate weight indicator with no shared internal components.
- C. Scale platform coating system shall be a minimum dry thickness of 80 mils and be resistant to moisture, chemicals, abrasion, impact, and UV light.
- D. Scale shall be of the single hydraulic load cell design and shall be of the temperature stable, rolling diaphragm type.
- E. Flexible tubing shall connect load cell to indicator to allow easy remote installation of the digital indicator. Tubing length shall be 6' in length.
- F. Indicator shall utilize CROSS TECHNOLOGY™ to convert the hydraulic load cell into a digitally displayed weight value.
- G. Indicator shall be loop-powered (12 – 36 DC) 4-20mA output proportional to net weight. An 18-inch flying lead shall be provided for termination in a junction box.
- H. User shall be able to set the net weight either by scrolling in the net chemical weight or by scrolling in the tank tare weight.
- I. A menu key shall provide access to the following five functions:
 - 1. Zero indicator
 - 2. Set bar graph & 4-20 mA capacity
 - 3. Set display auto-off time
 - 4. Set alarm relay values
 - 5. Set decimal point
- J. Full scale accuracy shall be better than 1%.
- K. Scale shall carry a Full Five-Year Warranty. "Limited" Warranties shall be considered unacceptable.
- L. The dual cylinder scales shall be CHLOR-SCALE 150™ and SOLO XT™ digital display Model XT150-2mA as manufactured by Force Flow.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Installation shall be in strict accordance with the Manufacturer's instructions and contract documents.
- B. The equipment shall be installed by Water Treatment & Controls Technology's Factory Trained & Certified Technicians per the contract documents and manufacturer's recommendations.

3.02 WARRANTY

- A. Seller shall furnish its standard warranty against defects in material and workmanship for all Equipment provided by Seller under this Section. The Seller shall warrant the Equipment, or any components thereof, through the earlier of: (i) eighteen (18) months from delivery of the Equipment or (ii) twelve (12) months from initial operation of the Equipment.

AUTOMATIC TRANSFER SWITCH

HUDSON BRANCH WWTP

PART 1 GENERAL

1.01 Scope

Furnish and install automatic transfer switch(es) with number of poles, amperage, voltage, and withstand current ratings as shown on the plans. Basis of design is a Generac TX Transfer Switch Non Service Entrance Rated Delayed/Programmed Transition, 800A , 3 Pole 4 Wire 480V , Transfer Switch in a Nema 3R Enclosure. Each automatic transfer shall consist of a mechanically held power transfer switch unit and a microprocessor controller, interconnected to provide complete automatic operation. All transfer switches and control panels shall be the product of the same manufacturer.

1.02 Acceptable Manufacturers

Automatic transfer switches shall be Generac TX Series. Any alternate shall be submitted to the consulting engineer in writing at least 10 days prior to bid. Each alternate bid must list any deviations from this specification.

1.03 Codes and Standards

The automatic transfer switches and accessories shall conform to the requirements of:

- A. UL 1008 - Standard for Automatic Transfer Switches
- B. NFPA 70 - National Electrical Code (2017 version and later for start circuit monitoring)
- C. NEC Articles 700, 701, 702, 708
- D. NFPA 99 – Health Care Facilities
- E. NFPA 110 – Emergency and Standby Power Systems
- F. IEEE Standard 446 – IEEE Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications
- G. NEMA Standards ICS10, MG1, MG250, ICS6, AB1
- H. ANSI C62.41
- I. International Standards Organization: ISO 8528, 9001.
- J. Where seismic rating and/or certification is required: IBC 2018, OSHPD

PART 2 PRODUCTS

2.01 Mechanically Held Transfer Switch

- A. The basis of design is the Generac TX Series Transfer switch that utilizes a knife blade mechanically latching design with maintenance free contacts. The transfer switch unit shall be an electrically operated and mechanically held. The open transition switch shall be mechanically interlocked to ensure only one of two possible positions, normal or emergency. The delayed transition switch shall be mechanically interlocked to ensure one of three possible positions, normal and emergency.
- B. The switch shall be positively locked and unaffected by momentary outages so that contact pressure is maintained at a constant value and temperature rise at the contacts is minimized for maximum reliability and operating life.
- C. All main contacts shall be silver composition. Switches shall have segmented blow-on construction for high withstand current capability and be protected by separate arcing contacts.
- D. A manual operating handle shall be provided for maintenance purposes.

- E. Designs utilizing components of or parts thereof which are not intended for continuous duty, repetitive switching or transfer between two active power sources are not acceptable.
- F. Where neutral conductors must be switched, the ATS shall be provided with fully rated neutral transfer contacts.
- G. Where neutral conductors are to be solidly connected, a neutral terminal plate with fully rated AL-CU pressure connectors shall be provided.
- H. The switch shall be capable of the following methods of transfer: Open with In-Phase transition only, Time Delay in Neutral transition, or In-Phase transition with a default to Time Delay in Neutral.

2.02 ATS Control with Integrated User Interface Panel

- A. The basis of design is the Generac TXC-100 Controller with Integrated User Interface Panel which is voltage agnostic for service purposes removing the need for technicians to carry and support control panels for every available voltage. Any manufacturers that provide a controller or control panel that does not meet this requirement should notify the consulting engineer before bidding.
- B. The controller shall be connected to the transfer switch by an interconnecting wiring harness. The harness shall include a keyed disconnect plug to enable the controller to be disconnected from the transfer switch for routine maintenance.
- C. The controller shall direct the operation of the transfer switch. The controller's sensing and logic shall be controlled by a built-in microprocessor for maximum reliability, minimum maintenance, and include standard on-board serial communications capability.
- D. A user accessible USB port shall be provided to facilitate firmware updates, uploading of switch operational parameters, downloading of event history and switch operational statistics. This USB port shall be front accessible without opening the ATS door.
- E. The controller shall provide single and three phase capability for maximum application flexibility and minimal spare part requirements. Voltage sensing shall be true RMS type and shall be accurate to $\pm 1\%$ of nominal voltage. Frequency sensing shall be accurate to $\pm 0.1\text{Hz}$. Time delay settings shall be accurate to $\pm 0.5\%$ of the full-scale value of the time delay. The panel shall be capable of operating over a temperature range of -20 to + 70 degrees C.
- F. The controller power supply shall be field-configurable to operate on 120V through 480V systems without the need for transformers.
- G. Control logic shall be backed up with a rechargeable, user-replaceable lithium-ion battery that shall also maintain control power for up to 60 minutes in the event no source power is available.
- H. The controller shall be enclosed with a protective cover and be mounted separate from the transfer switch unit for safety and ease of maintenance.
- I. The controller shall meet or exceed the requirements for Electromagnetic Compatibility (EMC) as follows:
 1. IEC 61000 – 4 – 3 Radiated RF Field Immunity
 2. IEC 61000 – 4 – 4 Electrical Fast Transient/Burst Immunity
 3. IEC 61000 – 4 – 5 Surge Immunity
 4. IEC 61000 – 4 – 6 Conducted RF Immunity
 5. IEC 61000 – 4 -11 Voltage Dips and Interruptions

6. EN 61000 – 6 - 2 Industrial Immunity Requirements EN 61000-6-4 - Radiated Emissions
7. EN 61000 – 6 - 4 Conducted Emissions
8. CISPR 11 – Conducted RF Emissions and Radiated RF Emissions

2.03 Enclosure

The basis of design is a Generac TX Series Transfer Switch in a Nema 3R Enclosure, with dimensions no larger than Not SE Rated Inches in Height , 30 Inches in Width, and 20 Inches In Depth. Larger enclosures than the basis of design will need to be approved by the Consulting Engineer to ensure there is enough wall space and appropriate clearance.

- A. Provide a temperature and humidity controlled anti-condensation heater for all NEMA 3R and 4X enclosed units. Heater shall be an available option on NEMA 1 enclosures, when called for on plans. Heater cover to indicate a hot surface.
- B. The switch mechanism and controller shall be easily removable from the enclosure in the field. This requirement will facilitate easy single-person installation on wall mounted switches, conduit fitting, and cable pulling while minimizing risk of damage and/or contamination of ATS components during the install process.
- C. Controller human interface and USB port shall be visible and operational through the enclosure door, without the need for personal protective equipment, avoiding arc-flash hazard for routine checks of the controller status.

PART 3 OPERATIONS

3.01 Controller Display and Keypad

- A. A backlit four-line graphical LCD display and human interface shall be an integral part of the controller for viewing all available data and setting desired operational parameters. Operational parameters shall also be available for viewing and limited control through the RS-485 communications port.
- B. All instructions and controller settings shall be easily accessible, readable and accomplished without the use of codes, calculations, or instruction manuals.
- C. The user interface shall be provided with test/reset modes. The test mode will simulate a normal source failure. The reset mode shall bypass the time delays on either transfer to emergency or retransfer to normal.
- D. The following parameters shall only be adjustable only by authorized service personnel:
 1. Nominal line voltage and frequency
 2. Single or three phase sensing on normal
 3. Transfer operating mode configuration, (open transition, or delayed transition)

3.02 Voltage and Frequency Sensing

- A. Voltage and frequency on both the normal and emergency sources (as noted below) shall be continuously monitored, with the following pickup, dropout, and trip settings capabilities; values shown as percentage of nominal unless otherwise specified.

Voltage and Frequency Settings	Range	Default Value
Source 1 (Normal) is Genset	Yes or No	No
Source 1 Undervoltage Dropout	50-97%	85%
Source 1 Undervoltage Pickup	52-99%	90%
Source 1 Overvoltage Dropout	105-120%	110%
Source 1 Overvoltage Pickup	103-118%	105%
Source 1 Underfrequency Dropout	90-97%	90%
Source 1 Underfrequency Pickup	91-99%	95%
Source 1 Overfrequency Dropout	103-110%	105%
Source 1 Overfrequency Pickup	101-109%	102%
Source 1 Voltage Imbalance Drop	5-20%	5%
Source 1 Voltage Imbalance Pickup	3-18%	3%
Source 1 Warmup Time	0-1800s	3s
Source 1 Cooldown Time	0-1800s	1800s
Source 1 Minimum Run Time	300-1800s	1200s
Source 2 is Generator	Yes or No	Yes
Source 2 Undervoltage Dropout	50-97%	85%
Source 2 Undervoltage Pickup	52-99%	90%
Source 2 Overvoltage Dropout	105-120%	110%
Source 2 Overvoltage Pickup	103-118%	105%
Source 2 Underfrequency Dropout	90-97%	90%
Source 2 Underfrequency Pickup	91-99%	99%
Source 2 Overfrequency Dropout	103-110%	105%
Source 2 Overfrequency Pickup	101-109%	102%
Source 2 Voltage Imbalance Drop	5-20%	5%
Source 2 Voltage Imbalance Pickup	3-18%	3%
Source 2 Minimum Run Time	300-1800s	1200s
Source 2 Warmup Time	0-1800s	3s
Source 2 Cooldown Time	0-1800s	1800s
Phase Rotation Check	ABC, CBA, OFF	ABC
Supply Overvoltage	350 VAC	Fixed
Manual Return to Normal	Yes or No	

Time Delay Settings		
Transfer to Emergency	120s max	30s
Re-transfer to Normal	1,800s max	1,800s
Time Delay Neutral	120s max	30s
Engine Cool Down	300-1,800s	1,800s
Delayed Transition Time	120s max	120s
Elevator Signal	120s max	30s
In Phase Transfer	Yes or No	
In Phase Synchronization	Time 60-3600s	300s
Preferred Source	S1, S2	S1
Voltage Imbalance Enable	Yes or No	
Voltage Imbalance Timeout	10-30s max	20s

- B. Repetitive accuracy of all settings shall be within 1% at +25C
- C. Voltage and frequency settings shall be field adjustable in 1% increments either locally with the display and keypad or remotely via RS-485 communications port access.
- D. Source status screens shall be provided for both normal & emergency to provide digital readout of voltage and frequency.
- E. The backlit graphical display shall have multiple language capability. Languages can be selected from the user interface.

3.03 Time Delays

- A. A **Line Interrupt** delay shall be provided to override momentary normal source outages, delay all transfer and engine starting signals; adjustable 0 to 120 seconds. It shall be possible to bypass the time delay from the controller user interface.
- B. An **Engine Warm Up** delay shall be provided for extended engine RPM stabilization where fast transfer to the emergency source is not required; adjustable 0 to 1,800 seconds. It shall be possible to bypass the time delay from the controller user interface.
- C. A **Transfer to Emergency** delay shall be provided for controlled sequencing of loads to the emergency source; adjustable from 0 to 120 seconds. It shall be possible to bypass the time delay from the controller user interface.
- D. A **Retransfer to Normal** delay shall be provided to ensure stability of the normal source, adjustable from 0 to 1,800 seconds. Time delay shall be automatically bypassed if the emergency source fails and normal source is acceptable.
- E. An **Engine Minimum Runtime** delay shall be provided to reduce nuisance starts when the normal source power is unstable but does not trigger a transfer to the emergency source, adjustable from 5 to 30 minutes. Operates in conjunction with Engine Cool Down delay.

- F. An **Engine Cool Down** delay shall be provided; adjustable 300 – 1,800 seconds.
- G. A **Delayed Transition** delay shall be provided to ensure sufficient time for motor voltage decay for transition between live sources; adjustable from 0 – 120 seconds.
- H. An **Elevator Signal Before Transfer** output signal shall be provided to drive an external relay for selective load disconnect control. The controller shall have the ability to activate an adjustable 0 to 120 second delay in any of the following modes:
 - 1. Prior to transfer only.
 - 2. Prior to and after transfer.
 - 3. Normal to emergency only.
 - 4. Emergency to normal only.
 - 5. Normal to emergency and emergency to normal.
 - 6. All transfer conditions or only when both sources are available.
- I. For special applications (i.e. three-sources), the option to select the **Preferred Source**.
- J. All adjustable time delays shall be field adjustable without the use of special tools or software.

Time Delay Summary Table:

Time Delay Description	Range	Default Value
Line Interrupt Delay	0 – 120 sec.	3 sec.
Engine Warm Up Delay	0 – 1,800 sec.	3 sec.
Transfer to Emergency	0 – 120 sec.	3 sec.
Retransfer to Normal	0 – 1,800 sec.	1,800 sec.
Engine Minimum Run Time	5 – 30 min.	5 min.
Engine Cool Down	300 – 1,800 sec.	1,800 sec.
Delayed Transition (Center Off Position)	0 – 120 sec.	120 sec.
Elevator Signal Before Transfer	0 – 120 sec.	0 sec.
Preferred Source	Normal (S1), Emerg. (S2)	Normal (S1)

3.04 External Control Interfaces and Indicators

- A. Communications connectors, user interface and display shall be accessible and usable without presenting an arc-flash hazard.
- B. Customer inputs shall be optically isolated for wider compatibility with external systems. This will protect the controller from external surges and transient voltages.
- C. Surge Protection for the ATS controls shall be provided.
- D. Replaceable fuses to protect the power supply to the ATS control panel.
- E. A set of contacts rated 5 amps, 30 VDC shall be provided for a low-voltage **engine start** signal. The start signal shall prevent dry cranking of the engine by requiring the generator set to reach proper output and run for the duration of the Engine Minimum Runtime setting, regardless of whether the normal source restores before the load is transferred.
- F. Engine starting contacts shall facilitate start-circuit monitoring to comply with the 2017 and later versions of NFPA 70 Article 700.10 (D)(3).
- G. Two sets of Form-C auxiliary contacts, rated 10 amps, 250 VAC shall be provided to indicate the switch actuator position, including center-off for Time Delay Neutral switches or a Permissive (Emergency Inhibit) condition.
- H. A single **General Alarm** (summary alarm) indication shall light up the alert indicator and de-energize the configured common alarm output relay for external monitoring.
- I. LED indicating lights shall be provided; one to indicate when the ATS is connected to the normal source and one to indicate when the ATS is connected to the emergency source.

- J. LED indicating lights shall be provided and energized by controller outputs. The lights shall provide true source availability of the normal and emergency source, as determined by the voltage sensing trip and reset settings for each source.
- K. LED indicating light shall be provided to indicate switch not in automatic mode (manual).
- L. LED indicating light shall be provided to indicate any alarm condition.
- M. The controller shall have two programmable inputs and one programmable output as standard; with an optional expansion board to add up to four programmable input/outputs. Programmable I/O conditions shall include:

Programmable Output	Programmable Input
Source 1 – Two Wire Start	Permissive (Emergency Inhibit)
Source 2 – Two Wire Start	Remote Engine Fast Test
Engine Exercising	Remote Engine Normal Test
Engine Warmup	ATS Timer
Signal Before Transfer	Initiate Demand Response
General Alarm	
Source 1 Good	
Source 2 Good	

- N. System Status - The controller LCD display shall include a System Status screen which shall be accessible from any point in the menu system by depressing the “ESC” key until you arrive at the System Status screen. This screen shall display a clear description of the active operating sequences and switch position. Operational status information displayed shall include:
 1. Source 1 status (good or bad)
 2. Source 2 status (good or bad)
 3. Any active timer
 4. Permissive (Emergency Inhibit when active)

3.05 Transfer and Exercise Controls

The following standard features shall be built into the controller, capable of being activated through keypad programming as required by the user:

- A. Provide the ability to select “commit/no commit to transfer” to determine whether the load should be transferred to the emergency generator if the normal source restores before the generator is ready to accept the load.
- B. An engine generator exercising timer shall be provided to configure daily, day of week, weekly, bi-weekly, or monthly testing of an engine generator set at a specified time of day with or without load for a programmable period of time (Engine Minimum Runtime).
- C. Terminals shall be provided for a remote contact to signal the ATS to transfer to emergency for remote test. Test signal can be enabled through the keypad or digital input. Transfer to emergency for demand response can be enabled by a digital input.
- D. **For In-Phase Transfer Switch Designs:** An in-phase monitor shall be provided in the controller such that the transfer occurs with less than ten degrees phase angle difference between sources. The monitor shall control transfer so that motor load inrush currents do not exceed normal starting currents and shall not require external control of power sources. In-phase switch transfer time shall not exceed 25ms.
- E. **For Delayed Transition Transfer Switch Designs:** Terminals shall be provided for a remote contact to signal the ATS to load-shed (Permissive is removed) and move to a center-off position. When the load-shed signal is removed (Permissive is restored), the ATS shall reclose to the emergency. If normal source is good during load-shed the ATS shall transfer to and remain on normal source.

3.06 Data Logging and Diagnostics

Controllers that require multiple screens to determine system status or display “coded” system status messages, which must be explained by references in the operator’s manual are not permissible.

- A. Controller & Contactor Health Monitoring with visual and auxiliary contact status shall be provided.
- B. Communications Interface – The controller shall be capable of interfacing, through a standard RS-485 serial communication port with a network of transfer switches.
- C. Data Logging – The controller shall have the ability to log data and to maintain the last 200 events, even in the event of total power loss. The following events shall be time and date stamped and maintained in a non-volatile memory:
 - 1. Date, time and reason for transfer normal to emergency
 - 2. Date, time and reason for transfer emergency to normal
 - 3. Date, time and reason for engine start
 - 4. Date and time engine stopped
 - 5. Date and time emergency source available
 - 6. Date and time emergency source not available

PART 4 ADDITIONAL FEATURES AND ACCESSORIES

4.01 Additional Optional Features

- A. Line Interrupt Time Delay. An extended time delay on engine starting shall be provided. Adjustable from 0 to 120 seconds. Default set at 3 seconds.
- B. Integrated Metering with current transformers. Three phase ammeter with selector switch (with current transformers and shorting blocks) shall be provided.
- C. Manual Retransfer to Generator. Permissive Contact (Normal) allows the ability to inhibit transfer to normal when contact is closed shall be provided.
- D. Permissive (Emergency Inhibit). Permissive Contact (Emergency Inhibit) allows the ability to inhibit transfer to emergency when contact is closed shall be provided.
- E. Chicago Code Kit. For City of Chicago Code Requirement - Audible alarm to signal each time transfer to emergency occurs, normal source available indication and emergency source available indication shall be provided.
- F. Expanded Input/Output Module. Expandable Input/Output Board Module Includes: 4 Relay Outputs and 4 Optically Isolated Inputs
- G. Pad lockable controller cover (Standard on Nema 3R). Pad lockable user interface cover shall be provided with the ability to protect the user interface from the environment.
- H. Temp & Humidity Controlled Heater for Nema 1 (Standard Nema 3R). An enclosure heater strip shall be supplied inside the transfer switch enclosure and shall be controlled by an adjustable humidistat. 120VAC power for the strip heater is to be provided by others.

PART 5 ADDITIONAL REQUIREMENTS

5.01 Withstand and Closing Ratings

- A. The ATS shall be rated to close on and withstand the available RMS symmetrical short circuit current at the ATS terminals with the type of overcurrent protection shown on the plans. The basis of design for this project is a Generac TX Series Automatic Transfer Switch with a 50ka 3 Cycle Rating, 50ka (.05 seconds) Time Based Rating, and a 85ka Specific Breaker Rating. Transfer switches from other manufacturers with ratings less than provided in this section will need to be
- B. Provide a temperature and humidity controlled anti-condensation heater for all NEMA 3R and 4X enclosed units. Heater shall be an available option on NEMA 1 enclosures, when called for on plans. Heater cover to indicate a hot surface.
- C. The switch mechanism and controller shall be easily removable from the enclosure in the field. This requirement will facilitate easy single-person installation on wall mounted switches, conduit fitting, and cable pulling while minimizing risk of damage and/or contamination of ATS components during the install process.
- D. Controller human interface and USB port shall be visible and operational through the enclosure door, without the need for personal protective equipment, avoiding arc-flash hazard for routine checks of the controller status.

5.02 Tests and Certification

- A. The complete ATS shall be factory tested to ensure proper operation of the individual components and correct overall sequence of operation and to ensure that the operating transfer time, voltage, frequency and time delay settings are in compliance with the specification requirements.
- B. The ATS manufacturer shall be certified to ISO 9001: 2015 International Quality Standard and the manufacturer shall have third party certification verifying quality assurance in design/development, production, installation and servicing in accordance with ISO 9001: 2015.

5.03 Service Representation

- A. The ATS manufacturer shall support a service organization of company-employed personnel located throughout the contiguous United States. The service center's personnel must be factory trained and must be on call 24 hours a day, 365 days a year.
- B. The manufacturer shall maintain records of switch shipments, by serial number, for a minimum of 10 years.

5.04 Warranty

- A. The basis of design is a Generac TX Series Automatic Transfer Switch with a Comprehensive 5 Year Warranty.
- B. A Basic Warranty is defined as the manufacturer covering replacement parts for the listed amount of the warranty period.
- C. The Comprehensive Warranty is defined as the manufacturer covering replacement parts, labor, and limited technician travel costs for covered warranty repairs during the listed warranty period.

- D. The switch mechanism and controller shall be easily removable from the enclosure in the field. This requirement will facilitate easy single-person installation on wall mounted switches, conduit fitting, and cable pulling while minimizing risk of damage and/or contamination of ATS components during the install process.
- E. Controller human interface and USB port shall be visible and operational through the enclosure door, without the need for personal protective equipment, avoiding arc-flash hazard for routine checks of the controller status.

**DIESEL-ENGINE-DRIVEN GENERATOR SET
HUDSON BRANCH WWTP**

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Diesel engine.
2. Diesel fuel-oil system.
3. Control and monitoring.
4. Generator overcurrent and fault protection.
5. Generator, exciter, and voltage regulator.
6. Outdoor engine generator enclosure (where selected).
7. Vibration isolation devices (where applicable).

1.2 DEFINITIONS

- A. EPS: Emergency power supply.
- B. EPSS: Emergency power supply system.
- C. Operational Bandwidth: The total variation from the lowest to highest value of a parameter over the range of conditions indicated, expressed as a percentage of the nominal value of the parameter.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
2. Include thermal damage curve for generator.
3. Include time-current characteristic curves for generator protective device.
4. Include fuel consumption in gallons per hour (liters per hour) at 0.8 power factor at 0.5, 0.75, and 1.0 times generator capacity.
5. Include generator efficiency at 0.8 power factor at 0.5, 0.75, and 1.0 times generator capacity.
6. Include airflow requirements for cooling and combustion air in cubic feet per minute (cubic meters per minute) at 0.8 power factor, Provide Drawings indicating requirements and limitations for location of air intake and exhausts.
7. Include generator characteristics, including, but not limited to, kilowatt rating, efficiency, reactances, and short-circuit current capability.

B. Shop Drawings:

1. Dimensioned Outline Drawings of Equipment Unit: With engine and generator mounted on rails, identify center of gravity and total weight for provided components; fuel tank, enclosure, silencer, base tank, each piece of equipment not integral to the engine generator.
2. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
3. Identify fluid drain ports and clearance requirements for proper fluid drain.
4. Design calculations for selecting vibration isolators and seismic restraints and for designing vibration isolation bases.
5. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment. Include base weights.
6. Include diagrams for power, signal, and control wiring. Complete schematic, wiring, and interconnection diagrams indicating terminal markings for engine generators and functional relationship between all electrical components.
7. Rigging Information: Indicate location of each lifting attachment, generator-set center of gravity, and total package weight in submittal drawings.

1.4 INFORMATIONAL SUBMITTALS

A. Seismic Qualification Data: Certificates, for engine generator, accessories, and components, from manufacturer.

1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
2. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

B. Source Quality-Control Reports: Including, but not limited to, the following:

1. Certified summary of prototype-unit test report. Perform tests at rated load and power factor. Provide the following test results:
 - a. Maximum Power Level
 - b. Maximum Motor Starting (sKVA)
 - c. Structural Soundness
 - d. Torsional Analysis
 - e. Transient Response
 - f. Alternator Temperature Rise
 - g. Engine Cooling Requirements (unit mounted radiator)
 - h. Harmonic Analysis (per IEEE-115 and ANSI-100)
 - i. Voltage Regulation
 - j. Endurance Testing
2. Certified Test Reports: For components and accessories that are equivalent, but not identical, to those tested on prototype unit.

3. Report of factory test on units to be shipped for this Project, indicating evidence of compliance with specified requirements.
 4. Report of sound generation.
 5. Report of exhaust emissions indicating compliance with applicable regulations.
 6. Certified Torsional Vibration Compatibility: Comply with NFPA 110.
- C. Field quality-control reports. Field start up report and unit in-service documentation, including load bank test results if applicable.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For packaged engine generators to include in emergency, operation, and maintenance manuals. Include manufacturer's recommended maintenance and periodic testing plan in accordance with NFPA 110, Chapter 8.
- B. Furnish extra materials required by local Authority Having Jurisdiction (AHJ) and defined in project documents that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1.6 QUALITY ASSURANCE

- A. The generator set covered by these specifications shall be designed, tested, rated, assembled and installed in accordance with all applicable standards below:
 1. CSA C22.2, No. 14-M91 Industrial Control Equipment.
 2. CSA C22.2, No. 100 Motors and Generators
 3. CSA 282-15
 4. EN 61000-6
 5. EN 55011
 6. FCC Part 15 Subpart B
 7. ISO 8528
 8. IEC 61000
 9. UL 508
 10. UL 2200
 11. UL 142
 12. UL 6200
 13. Designed to allow for installed compliance to NFPA 37, NFPA 70, NFPA 99 and NFPA 110
- B. Manufacturer Qualifications:
 1. Current certificate holder for ISO 9001 compliance.
 2. The power system shall be produced by a manufacturer who has produced this type of equipment for a period of at least 25 years and who maintains a service organization of factory-authorized generator technicians available twenty-four hours a day throughout the year.
 3. Manufacturing and assembly of products must be done in the United States using domestically sourced materials to the extent practical.

- C. Installer Qualifications: An authorized representative who is trained and certified by the manufacturer on stationary power systems.

1.7 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace components of packaged engine generators and associated auxiliary components that fail in materials or workmanship within specified warranty period.
 - 1. Warranty: 5 Year Comprehensive from date of Substantial Completion.
 - 2. A Comprehensive Warranty is defined as the manufacturer covering replacement parts, labor, and limited technician travel costs for covered warranty repairs during the listed warranty period. A Limited warranty is defined as the manufacturer covering replacement parts, labor, and limited technician travel costs for the first 2 years and then replacement parts for the remainder of the listed warranty period.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Provide **Kohler Co.**; 60 kW, or engineer approved equal. The Three Phase generator shall be rated for 60 kW at 480 volts and 60 Hz, at 0.8 power factor lagging while operating at a maximum ambient temperature of 104 Fahrenheit and maximum altitude of 3000 feet above sea level without reduction in electrical output capacity.
- B. Source Limitations: Obtain packaged engine generators and auxiliary components from single source from single manufacturer. "Source Limitations: Obtain packaged engine generators and auxiliary components from single supplier. The equipment supplied and installed shall meet the requirements of NEC and all applicable local codes and regulations. All equipment shall be new, of current production. There shall be one source responsibility for warranty; parts and service through a local representative with factory certified service personnel.
- C. Requests for substitutions shall be made a minimum of ten (10) days prior to bid date. Manufacturers catalog data and a completed generator sizing model using the proposed manufacturer's generator sizing software shall accompany each request and authorized acceptance shall be addenda only. Should any substitutions be made, the contractor shall bear responsibility for the installation, coordination and operation of the system as well as any engineering and redesign costs, which may result from such substitutions.

2.2 PERFORMANCE REQUIREMENTS

- A. NFPA Compliance:
 - 1. Comply with NFPA 37.
 - 2. Comply with NFPA 70.

3. Comply with NFPA 99.
 4. Comply with NFPA 110 requirements for Level 1 EPSS.
- B. UL Compliance: Engine generator assembly and factory enclosure (if provided) shall be UL 2200 listed.
- C. Engine Exhaust Emissions: Comply with applicable US EPA, State and Local Government requirements. Diesel Stationary Emergency: Engines shall be certified by the manufacturer to comply with 40 CFR Part 60 Subpart IIII.

2.3 ENGINE GENERATOR ASSEMBLY DESCRIPTION

- A. Factory-assembled and -tested, water-cooled engine, with brushless generator and accessories.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- C. Power Rating: Standby.
- D. Service Load: The generator set shall be a Generac model 60 kW, 4.5L with a K0060124Y21 - 60kW alternator. It shall provide 60 kW and 75 kVA while operating at the maximum ambient operating temperature and elevation specified in the project documents.
- E. Power Factor: 0.8 lagging.
- F. Frequency: 60 Hz.
- G. Voltage: 480 Volts ac.
- H. Phase: Three Phase, Four Wire.
- I. Induction Method: Turbocharged.
- J. Governor: Adjustable isochronous, with speed sensing.
- K. Mounting Frame: Structural steel framework to maintain alignment of mounted components without depending on concrete foundation. Provide lifting attachments sized and spaced to prevent deflection of base during lifting and moving.
- L. Nameplates: For each major system component to identify manufacturer's name, model and serial number of components.
- M. Engine Generator Performance:
1. Steady-State Voltage Operational Bandwidth: 3 percent of rated output voltage from no load to full load.
 2. Transient Voltage Performance: Not more than 2.92 percent variation for 50 percent step-load increase or decrease at unity power factor. Voltage shall recover and remain within the steady-state operating band within three seconds.

3. Steady-State Frequency Operational Bandwidth: 0.5 percent of rated frequency from no load to full load.
4. Steady-State Frequency Stability: When system is operating at any constant load within the rated load, there shall be no random speed variations outside the steady-state operational band and no hunting or surging of speed.
5. Transient Frequency Performance: Less than 1.0 Hertz variation for 50 percent step-load increase or decrease at unity power factor. Frequency shall recover and remain within the steady-state operating band within five seconds.
6. Output Waveform: At no load, harmonic content measured line to line or line to neutral shall not exceed 5 percent total and 3 percent for single harmonics. Telephone influence factor, determined in accordance with NEMA MG 1, shall not exceed 50 percent.
7. Sustained Short-Circuit Current: For a three-phase, bolted short circuit at system output terminals, system shall supply a minimum of 300 percent of rated full-load current for not less than 10 seconds and then clear the fault automatically, without damage to generator system components.
8. Start time to comply with NFPA system requirements.

2.4 ENGINE PERFORMANCE

- A. Fuel: ASTM D975, diesel fuel oil, Grade 2-D S15. Engine shall be capable of operating on hydrotreated vegetable oil blends (up to HVO 100) conforming to the EN 15940 specification without modification.
- B. Rated Engine Speed: 1800 rpm.
- C. Lubrication System to be engine mounted.
 1. Oil filter shall be engine-mounted replaceable cartridge type with integral bypass valve, in accordance with manufacturer recommendations.
 2. Thermostatic Control Valve: Control flow in system to maintain optimum oil temperature. Unit shall be capable of full flow and is designed to be fail-safe.
 3. Crankcase Drain: Arranged for complete gravity drainage to an easily removable container with no disassembly and without use of pumps, siphons, special tools, or appliances.
- D. Jacket Coolant Heater: Jacket water heater shall be sized per NFPA110 and UL listed to ensure that genset will start within the specified time period and ambient conditions.
- E. Integral Cooling System: Closed loop, liquid cooled, with radiator factory mounted on engine generator set mounting frame and integral engine-driven coolant pump.
 1. Coolant: Solution of 50 percent ethylene-glycol-based antifreeze and 50 percent water, with anticorrosion additives as recommended by engine manufacturer.
 2. Expansion Tank: Constructed of welded steel plate and rated to withstand maximum closed-loop coolant system pressure for engine used. Equip with gauge glass and petcock.
 3. Temperature Control: Self-contained, thermostatic-control valve modulates coolant flow automatically to maintain optimum constant coolant temperature as recommended by engine manufacturer.
 4. Maximum Ambient Operating Temperature on Radiator: 122 degrees F (50 degrees C).

5. Coolant Hose: Flexible assembly with inside surface of nonporous rubber and outer covering of aging-, UV-, and abrasion-resistant fabric.
 - a. Rating: 50-psig (345-kPa) maximum working pressure with coolant at 180 deg F (82 deg C), and non-collapsible under vacuum.
 - b. Meets SAE 100R1A Type S, EN853 1SN, ISO 1436-1 Type 1SN
 - c. a Fittings: Flanges or steel pipe nipples with clamps to suit piping and equipment connections.

- F. Muffler/Silencer:
 1. Critical type, sized as recommended by engine manufacturer and selected with exhaust piping system to not exceed engine manufacturer's engine backpressure requirements.

- G. Air-Intake Filter: Heavy duty, engine-mounted air cleaner with replaceable dry-filter element and "blocked filter" indicator.

- H. Starting System: 12 or 24-V electric, with negative ground.
 1. Cranking Cycle: As required by NFPA 110 for system level specified.
 2. Battery: Lead acid, with capacity within ambient temperature range specified in "Performance Requirements" Article to provide specified cranking cycle as required by NFPA 110 for system level specified.
 3. Battery-Charging Alternator: Factory mounted on engine with solid-state voltage regulation and 35 minimum continuous rating.
 4. Battery Charger: Current-limiting, automatic-equalizing, and float-charging type designed for lead-acid batteries. Unit shall comply with UL 1236 and NFPA 110 Section 5.6.4.6 for Level 1 systems.:

2.5 FUEL SYSTEM – DIESEL

- A. Comply with NFPA 37.

- B. Piping: Fuel-oil piping shall be Schedule 40 black steel, complying with requirements in Section 231113 "Facility Fuel-Oil Piping." Cast iron, aluminum, copper, and galvanized steel shall not be used in the fuel-oil system.

- C. Main Fuel Pump: Mounted on engine to provide primary fuel flow under starting and load conditions.

- D. Fuel Filtering: Remove water and contaminants larger than 2 microns.

- E. Relief-Bypass Valve: Automatically regulates pressure in fuel line and returns excess fuel to source.

- F. Subbase-Mounted, Double-Wall, Fuel-Oil Tank: Factory installed and piped, complying with UL 142 fuel-oil tank. Features include the following:
 1. Tank level indicator.

2. Fuel-Tank Capacity: Sized for 48 running hours at 100% of rated generator load between fuel refills.
3. Leak detection in interstitial space.
4. Vandal-resistant fill cap.
5. Containment Provisions: Comply with requirements of authorities having jurisdiction. Secondary containment basin, sized at a minimum of 110% of the tank capacity to prevent escape of fuel into the environment in the event of a primary tank rupture.
6. Normal and emergency vents on the main tank and secondary containment space, sized according to UL 142.

2.6 CONTROL AND MONITORING

- A. Automatic Starting System Sequence of Operation: When mode-selector switch on the control and monitoring panel is in the automatic position, remote-control contacts in one or more separate automatic transfer switches initiate starting and stopping of engine generator. When mode-selector switch is switched to the on position, engine generator starts. The off position of same switch initiates engine generator shutdown. When engine generator is running, specified system or equipment failures or derangements automatically shut down engine generator and initiate alarms.
- B. Manual Starting System Sequence of Operation: Switching on-off switch on the generator control panel to the on position starts engine generator. The off position of same switch initiates engine generator shutdown. When engine generator is running, specified system or equipment failures or derangements automatically shut down engine generator and initiate alarms.
- C. Provide minimum run time control set for 15 minutes with override only by operation of a remote emergency-stop switch.
- D. Control panel must comply with UL 6200. The controller shall meet ASTM B117 (salt spray test).
- E. Connection to Building Management: Provide connections for data transmission of indications to remote data terminals via Modbus.
- F. Environmentally Hardened Design: Open circuit boards, edge cards, and PC ribbon cable connections are unacceptable.
- G. PCB Construction: Circuit boards with surface-mounted components to provide vibration durability. Circuit boards utilizing large capacitors or heat sinks must utilize encapsulation methods to securely support these components.
- H. Configuration:
 1. Operating and safety indications, protective devices, basic system controls, and engine gauges shall be grouped in a common control and monitoring panel mounted on the engine generator. Mounting method shall isolate the control panel from engine generator vibration. Panel powered from the engine generator battery.
- I. Control and Monitoring Panel:

1. Digital engine generator controller with integrated touch screen, controls, and microprocessor, capable of local and remote control, monitoring, and programming, with battery backup.
2. Instruments: Located on the control and monitoring panel and viewable during operation.
 - a. Engine lubricating-oil pressure gauge.
 - b. Engine-coolant temperature gauge.
 - c. DC voltmeter (alternator battery charging).
 - d. Running-time meter.
 - e. AC voltmeter, for each phase.
 - f. AC ammeter, for each phase.
 - g. AC frequency meter.
 - h. Generator-voltage adjusting feature.
3. Controls and Protective Devices: Controls, shutdown devices, and common alarm indication, including the following:
 - a. Cranking control equipment.
 - b. Run-Off-Auto switch.
 - c. Control switch not in automatic position alarm.
 - d. Overcrank alarm.
 - e. Overcrank shutdown device.
 - f. Low-water temperature alarm.
 - g. High engine temperature pre-alarm.
 - h. High engine temperature.
 - i. High engine temperature shutdown device.
 - j. Overspeed alarm.
 - k. Overspeed shutdown device.
 - l. Low fuel main tank.
 - 1) Low-fuel-level alarm shall be initiated when the level falls below that required for operation for duration required for the indicated EPSS class.
 - m. Coolant low-level alarm.
 - n. Coolant low-level shutdown device.
 - o. Coolant high-temperature prealarm.
 - p. Coolant high-temperature alarm.
 - q. Coolant low-temperature alarm.
 - r. Coolant high-temperature shutdown device.
 - s. EPS load indicator.
 - t. Battery high-voltage alarm.
 - u. Low cranking voltage alarm.
 - v. Battery-charger malfunction alarm.
 - w. Battery low-voltage alarm.
 - x. Lamp test.
 - y. Contacts for local and remote common alarm.
 - z. Remote manual stop shutdown device.
 - aa. Total engine run hours, non-resettable.

- bb. Engine generator metering, including voltage, current, hertz, kilowatt, kilovolt ampere, and power factor.
- J. Engine Generator Metering: Comply with [Section 260913 "Electrical Power Monitoring and Control."] [Section 262713 "Electricity Metering."] [Section 260913 "Electrical Power Monitoring and Control" and Section 262713 "Electricity Metering."]
- K. External Alarm & Status Relays: Provide a separate terminal block, factory wired to Form C dry contacts, for each alarm and status condition required by Building Management or other external systems as shown on electrical drawings.
- L. Common Remote Panel with Common Audible Alarm: Include necessary contacts and terminals in control and monitoring panel. Remote panel shall be powered from the engine generator battery.
- M. Remote Alarm Annunciator: An LED indicator light labeled with proper alarm conditions shall identify each alarm event, and a common audible signal shall sound for each alarm condition. Silencing switch in face of panel shall silence signal without altering visual indication. Connect so that after an alarm is silenced, clearing of initiating condition will reactivate alarm until silencing switch is reset. Cabinet and faceplate are surface- or flush-mounting type to suit mounting conditions indicated.
 - 1. Overcrank alarm.
 - 2. Low water-temperature alarm.
 - 3. High engine temperature pre-alarm.
 - 4. High engine temperature alarm.
 - 5. Low lube oil pressure alarm.
 - 6. Overspeed alarm.
 - 7. Low fuel main tank alarm.
 - 8. Low coolant level alarm.
 - 9. Low cranking voltage alarm.
 - 10. Contacts for local and remote common alarm.
 - 11. Audible-alarm silencing switch.
 - 12. Air shutdown damper when used.
 - 13. Run-Off-Auto switch.
 - 14. Control switch not in automatic position alarm.
 - 15. Fuel tank derangement alarm.
 - 16. Fuel tank high-level shutdown of fuel supply alarm.
 - 17. Lamp test.
 - 18. Low-cranking voltage alarm.
 - 19. Generator overcurrent-protective-device not-closed alarm.
- N. Remote Emergency-Stop Switch: Provide remote emergency stop switch in quantity and style as shown on electrical drawings. Electrical contractor to coordinate exact location with engineer and local AHJ.
- O. Engine Run Relay: The generator set shall be provided with a run relay which shall provide a double-pole, double-throw relay with 10-amp/ 250 VAC contacts to indicate that the generator

is running. The run relay dry contacts can be used for energizing or de-energizing customer devices while the generator is running (e.g. louvers, indicator lamps, etc.)

P. Data Logging:

1. Event Logging – the controller keeps a record of up to 8,000 events with date and time locally for warning and shutdown faults. This event log can be downloaded onto a USB storage device or onto a PC through the service program.
2. Event Snapshot – the control system shall capture 15 seconds of critical data around the time a fault or warning. This data shall be viewable on the controller and downloadable.
3. Data Logging – the controller shall allow customized parameters to be logged based on a start trigger from the controller interface.
 - a. The parameters are selectable from all monitored parameters.
 - b. The sample period shall be configurable from 1 second to 1 day.
 - c. The collected data shall be stored on a USB storage device plugged into the control panel.

2.7 GENERATOR OVERCURRENT AND FAULT PROTECTION

A. Overcurrent protective devices shall be coordinated to optimize selective tripping when a short circuit occurs.

1. Overcurrent protective devices for the entire EPSS shall be coordinated to optimize selective tripping when a short circuit occurs. Coordination of protective devices shall consider both utility and EPSS as the voltage source.
2. Overcurrent protective devices for the EPSS shall be accessible only to authorized personnel.

B. Generator Overcurrent Protective Device:

1. Unit mounted circuit breakers. Rating, ampacity, accessories, as shown on drawings or as listed below:
2. Molded-case circuit breaker, electronic-trip type; 100 percent rated; complying with UL 489:
 - a. Tripping Characteristics: Adjustable long-time and short-time delay and instantaneous.
 - b. Trip Settings: Selected to coordinate with generator thermal damage curve.
 - c. Shunt Trip: Connected to trip breaker when engine generator is shut down by other protective devices.
 - d. Mounting: Adjacent to, or integrated with, control and monitoring panel.

C. Generator Controller Integrated Alternator Protective Functions:

1. Short-time I²t function: Generator controller-based function shall continuously monitor current level in each phase of alternator output, integrate alternator heating effect over time, and predict when thermal damage of alternator will occur. As overcurrent heating effect on the alternator approaches the thermal damage point of the unit, protector switches the excitation system off, opens the generator disconnect device, and shuts down the engine generator. When signaled by generator protector or other engine generator protective devices, a shunt-trip device in the generator disconnect switch shall open the switch to disconnect the generator from load circuits.
2. Long-time function: Initiates a generator overload alarm when generator has operated at an overload equivalent to 110 percent of full-rated load for 60 seconds. Indication for this alarm is integrated with other engine generator malfunction alarms. Contacts shall be available for load shed functions.
3. Short-circuit fault clearing: Under single- or three-phase fault conditions, regulates generator to 300 percent of rated full-load current for up to 10 seconds.
4. Senses clearing of a fault by other overcurrent devices and controls recovery of rated voltage to avoid overshoot.

2.8 GENERATOR, EXCITER, AND VOLTAGE REGULATOR

- A. Comply with NEMA MG 1.
- B. Drive: Generator shaft shall be directly connected to engine shaft. Exciter shall be rotated integrally with generator rotor.
- C. Electrical Insulation: Class H.
- D. Stator-Winding Leads: Brought out to terminal box to permit future reconnection for other voltages if required.
- E. Range: Provide range of output voltage by adjusting the excitation level.
- F. Construction shall prevent mechanical, electrical, and thermal damage due to vibration, overspeed up to 125 percent of rating, and heat during operation at 110 percent of rated capacity. Stator shall be skewed construction to minimize harmonic voltage distortion.
- G. Enclosure: Drip proof.
- H. Instrument Transformers: Mounted within generator enclosure.
- I. Voltage Regulator:
 1. Voltage Regulator: Solid-state type, separate from exciter. The digital voltage regulator shall be microprocessor based with fully programmable operating and protection characteristics. The regulator shall maintain steady-state generator output voltage within +/- 0.25% for any constant load between no load and full load. The regulator shall be capable of sensing true RMS. The regulator shall provide an adjustable Volts/Hz slope regulation characteristic in order to optimize voltage and frequency response for site conditions.

2. Alternator Excitation: Permanent Magnet Generator (PMG) shall provide excitation power for optimum motor starting and short circuit performance.
 3. The generator must accept rated load in one-step.
 4. Calculated Transient Voltage Performance: Motor starting performance and voltage dip determinations shall be based on the complete generator assembly. Voltage dip shall not exceed 15.0 percent based on the largest project block load, as determined by manufacturer's sizing program.
 5. System Transient Voltage Performance: Alternator shall be capable of supplying 137 sKVA with a voltage dip not more than 35% at 0.3 starting power factor. Sustained voltage dip data or manufacturer-published SKVA numbers based on unity PF alternator-only dynamometer testing will not be accepted.
 6. Calculated Transient Frequency Performance: Transient frequency dip performance shall be based on the complete generator set. Maintain frequency within 3.3 percent based on largest project block load, as determined by manufacturer's sizing program.
- J. Strip Heater: Thermostatically controlled unit arranged to maintain stator windings above dew point. The strip heater shall be wired directly to the incoming power distribution panel or load center.
- K. Windings: Two-thirds pitch stator winding and fully linked amortisseur winding.

2.9 OUTDOOR ENGINE GENERATOR ENCLOSURE

- A. Basis of design is a Sound Level 1.
- B. Generator packaged within manufacturer's weather protective, sound attenuated enclosure. Enclosure and generator set shall be UL 2200 Listed as a system.
- C. Enclosure Construction: Aluminum, Minimum 14 gauge construction. Roof construction shall be raised-seam, gasket-free interlocking panels. Rivets shall not be used on external painted surfaces. Design shall be rodent resistant.
- D. Doors shall be equipped with lift-off pin and sleeve type hinges to allow access to the engine, alternator, and control panel. Hinges shall be adjustable for door alignment. Hinges and all exposed fasteners shall be stainless steel. Each door shall be equipped with minimum 2-point latching mechanism and identical keys. Perimeter of all door openings shall include polyethylene gasket.
- E. Upward discharging exhaust hood for engine cooling airflow and exhaust.
- F. Engine exhaust silencer mounted within enclosure discharge hood.
- G. Enclosure Finish: Electrostatic applied powder paint, baked and finished to manufacturer's specifications. Finish system shall be subjected to the following tests:
 1. ASTM D1186 - 87; 2.5+ mil Paint Thickness
 2. ASTM D3363 - 92a; Material Hardness
 3. ASTM D522 - B; Resistance to Cracking

4. ASTM D3359 - B; Adhesion
 5. ASTM B117 D 1654; Resistant to Salt Water Corrosion
 6. ASTM D1735 D 1654; Resistant to Humidity
 7. ASTM 2794 93 (2004); Impact Resistance
 8. SAE J1690 - UV Protection"
- H. Enclosure Color: Manufacturer's standard color, or custom color matched based on architect's design with color sample provided to generator manufacturer.
- I. Wind Rating: Enclosure shall be constructed to attain basic wind speed rating of 110 MPH; WIF 1.15, Exposure Category "C", Building Classification "Enclosed", Topographic Factor $K_{zt} = 1$. Wind Design Pressures: windward, 20.6 lb/ft²; leeward, -12.9 lb/ft²; roof, -18.0 lb/ft²."
- J. Snow Load Rating: Minimum 70 pounds per square foot.
- K. Engine-Cooling Airflow through Enclosure: Maintain temperature rise of system components within required limits when unit operates at 110 percent of rated load for two hours with ambient temperature at top of range specified in system service conditions.
- L. Sound Insulation: Enclosure and air discharge hood completely lined with reflective silver mylar faced sound attenuating closed cell foam that meets UL 94 HF1 standards for flammability (FMVSS 302 test method). Roof sound insulation panels shall include additional mechanical retention.
- M. Sound Performance: The engine generator, while operating at full rated load, shall not exceed 74.70 dBA average measured at 23 ft (7 meters) from the engine generator in a free field environment.
- N. Louvers: Fixed-engine, cooling-air inlet and discharge. Stormproof and drainable louvers prevent entry of rain and snow.
- O. Convenience Outlet: Factory-wired convenience 120v duplex-outlet within enclosure, GFCI.

2.10 VIBRATION ISOLATION DEVICES

- A. Elastomeric Isolator Pads: Oil- and water-resistant elastomer or natural rubber, arranged in single or multiple layers, molded with a nonslip pattern and galvanized-steel baseplates of sufficient stiffness for uniform loading over pad area, and factory cut to sizes that match requirements of supported equipment for units with a ratings 750kw or below.
1. Material: Standard neoprene separated by steel shims.
- B. Spring Isolators: Freestanding, steel, open-spring isolators with seismic restraint for units with a rating larger than 750kw.

1. Housing: Steel with resilient vertical-limit stops to prevent spring extension due to wind loads or if weight is removed; factory-drilled baseplate bonded to 1/4-inch- (6-mm-) thick, elastomeric isolator pad attached to baseplate underside; and adjustable equipment-mounting and -leveling bolt that acts as blocking during installation.
 2. Outside Spring Diameter: Not less than 80 percent of compressed height of the spring at rated load.
 3. Minimum Additional Travel: 50 percent of required deflection at rated load.
 4. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
 5. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.
 6. Minimum Deflection: 0.5.
- C. Vibration isolation devices shall not be used to accommodate misalignments or to make bends.

2.11 SOURCE QUALITY CONTROL

- A. Prototype Testing: Factory test engine generator using same engine model, constructed of identical or equivalent components and equipped with identical or equivalent accessories.
1. Tests: Comply with IEEE 115 and with NFPA 110, Level 1 Energy Converters.
- B. Project-Specific Equipment Tests: Before shipment, factory test engine generator and other system components and accessories manufactured specifically for this Project. Perform tests at rated load and power factor. Include the following tests:
1. Test components and accessories furnished with installed unit that are not identical to those on tested prototype to demonstrate compatibility and reliability.
 2. Test generator, exciter, and voltage regulator as a unit.
 3. Full load run.
 4. Maximum power.
 5. Voltage regulation.
 6. Transient and steady-state governing.
 7. Single-step load pickup.
 8. Safety shutdowns.
 9. Report factory test results within 10 days of completion of test.

2.12 FINISHES

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

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas, equipment bases, and conditions, with Installer present, for compliance with requirements for installation and other conditions affecting packaged engine generator performance.
- B. Examine roughing-in for piping systems and electrical connections. Verify actual locations of connections before packaged engine generator installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electrical service in accordance with requirements indicated:
 - 1. Notify Project Manager in advance of proposed interruption of electrical service.
 - 2. Do not proceed with interruption of electrical service without written permission.

3.3 INSTALLATION

- A. Comply with NECA 1 and NECA 404.
- B. Comply with packaged engine generator manufacturers' written installation and alignment instructions and with NFPA 110.
- C. Equipment Mounting:
 - 1. Install packaged engine generators on cast-in-place, reinforced concrete pad as indicated on drawings.
 - 2. Coordinate size and location of mounting bases for packaged engine generators.
 - 3. Install unit with vibration isolation devices described in section 2.11.
- D. Tests and Inspections: The supplier of the electric generating plant and associated items covered herein shall provide factory certified technicians to inspect the completed installation and to perform an initial startup inspection to include:
 - 1. Ensuring the engine starts (both hot and cold) within the specified time.
 - 2. Verification of engine parameters within specification.
 - 3. Verify no load frequency and voltage, adjusting if required.
 - 4. Test all automatic shutdowns of the engine-generator.
 - 5. Perform a load test of the electric plant, ensuring full load frequency and voltage are within specification by using building load.

- E. NFPA 110 Acceptance Tests: Perform tests required by NFPA 110 that are additional to those specified here, including, but not limited to, single-step full-load pickup test.
- F. Battery and Charger Tests:
 1. Measure charging voltage and voltages between available battery terminals for full-charging and float-charging conditions.
 2. Verify that measurements are within manufacturer's specifications."
- G. System Integrity Tests: Verify proper installation, connection, and integrity of each element of engine generator system before and during system operation. Check for air, exhaust, and fluid leaks.
- H. Coordinate tests with tests for transfer switches and run them concurrently.
- I. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation for generator and associated equipment.
- J. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- K. Remove and replace malfunctioning units and retest and reinspect as specified above.
- L. Retest: Correct deficiencies identified by tests and observations, and retest until specified requirements are met.
- M. Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation resistances, time delays, and other values and observations.

3.4 DEMONSTRATION

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

3.5 FIELD QUALITY CONTROL

- A. Tests and Inspections: The supplier of the electric generating plant and associated items covered herein shall provide factory certified technicians to inspect the completed installation and to perform an initial startup inspection to include:
 1. Ensuring the engine starts (both hot and cold) within the specified time.
 2. Verification of engine parameters within specification.
 3. Verify no load frequency and voltage, adjusting if required.
 4. Test all automatic shutdowns of the engine-generator.
 5. Perform a load test of the electric plant, ensuring full load frequency and voltage are within specification by using building load.

- B. NFPA 110 Acceptance Tests: Perform tests required by NFPA 110 that are additional to those specified here, including, but not limited to, single-step full-load pickup test.
- C. Battery and Charger Tests:
 - 1. Measure charging voltage and voltages between available battery terminals for full-charging and float-charging conditions.
 - 2. Verify that measurements are within manufacturer's specifications."
- D. System Integrity Tests: Verify proper installation, connection, and integrity of each element of engine generator system before and during system operation. Check for air, exhaust, and fluid leaks.
- E. Coordinate tests with tests for transfer switches and run them concurrently.
- F. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation for generator and associated equipment.
- G. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- H. Remove and replace malfunctioning units and retest and reinspect as specified above.
- I. Retest: Correct deficiencies identified by tests and observations, and retest until specified requirements are met.
- J. Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation resistances, time delays, and other values and observations.

3.6 MAINTENANCE SERVICE

- A. Repair Service Capabilities:
 - 1. The generator set supplier shall maintain service parts inventory for the entire power system at a central location which is accessible to the service location 24 hours per day, 365 days per year. The manufacturer of the generator set shall maintain a central parts inventory to support the supplier, covering all the major components of the power system, including: engines, alternators, control systems, paralleling electronics, and power transfer equipment.
 - 2. The generator set shall be serviced by a local service organization that is trained and factory certified in generator set service. The supplier shall maintain an inventory of power system replacement parts in the local service location. Service vehicles shall be stocked with critical replacement parts. The service organization shall be on call 24 hours per day, 365 days per year. The service organization shall be physically located within 100 miles of the site.
 - 3. The manufacturer shall maintain model and serial number records of each generator set provided for at least 20 years.

- B. Preventative Maintenance Service Agreement: The supplier shall include in the proposal, a one-year maintenance service agreement. The maintenance shall be performed by factory authorized service technicians capable of servicing both the engine generator set(s) and the transfer switch(es). This agreement shall include semi-annual preventative maintenance visits to verify operation and/or complete the following:
1. All periodic engine maintenance as recommended by the service manual.
 2. All electrical controls maintenance and calibrations as recommended by the manufacturer.
 3. All auxiliary equipment as a part of the emergency systems.
 4. The supplier shall guarantee emergency service.
 5. All expendable maintenance items are to be included in this agreement.
 6. A copy of this agreement and a schedule shall be provided in the submittal documents, detailing scope of work and preventative maintenance service visit interval.

3.7 DEMONSTRATION

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

END OF SECTION

**HIGH PERFORMANCE COATINGS
WATER & WASTEWATER TREATMENT FACILITIES
EQ BASIN AT DOUBLE BRANCH WWTP**

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
1. Work under this section consists of surface preparation, priming, painting, and finishing work necessary to complete Work indicated or reasonably implied on Drawings.
 2. Use high performance coating systems specified in this section to finish water tank components, unless otherwise indicated. Without restricting volume or generality, work to be performed under this section may include, but is not limited to:
 - a. Exterior steel
 - b. Interior steel
 - c. Exterior concrete & CMU
 - d. Interior concrete & CMU
 - e. Piping, hangers, and supports
 - f. Exposed bare pipes (including color coding)
 3. Painting or finishing is not needed for following:
 - a. Surfaces or materials specifically scheduled or shown on Drawings to remain unfinished
 - b. Items provided with factory finish
 - c. Equipment nameplates, fire rating labels, and operating parts of equipment
 4. Materials and products having factory-applied primer shall not be considered factory finished.

1.02 REFERENCES

- A. Publications listed herein are part of this specification to extent referenced
- B. American Society for Testing and Materials:
1. ASTM B117 Test Method for Salt Spray (fog) Testing
 2. ASTM D16 Terminology Relating to Paint, Varnish, Lacquer, and Related Products
 3. ASTM D149 Test Method for Dielectric Breakdown Voltage and Dielectric Strength of Solid Electrical Insulating Materials at Commercial Power Frequencies
 4. ASTM D522 Test Methods for Mandrel Bend Test of Attached Organic Coatings
 5. ASTM D870 Practice for Testing Water Resistance of Coatings Using Water Immersion
 6. ASTM D1014 Practice for Conducting Exterior Exposure Tests of Paints on Steel
 7. ASTM D1653 Test Methods for Water Vapor Transmission of Organic Coating Films

8. ASTM D2794 Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact)
 9. ASTM D3273 Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber
 10. ASTM D3359 Test Method for Measuring Adhesion by Tape Test
 11. ASTM D3363 Test for Film Hardness by Pencil Test
 12. ASTM D4060 Test Method for Abrasion of Organic Coatings by the Taber Abrader
 13. ASTM D4141 Practice for Conducting Accelerated Outdoor Exposure Tests of Coatings
 14. ASTM D4263 Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method.
 15. ASTM D4541 Test Method for Pull-Out Strength of Coatings Using Portable Adhesion-Testers
 16. ASTM D4585 Practice for Testing the Water Resistance of Coatings Using Controlled Condensation
 17. ASTM E84 Test Methods for Surface Burning Characteristics of Building Materials
 18. ASTM G8 Test Methods for Cathodic Disbonding of Pipeline Coatings
 19. ASTM G53 Practice for Operating Light-and-Water-Exposure Apparatus (Fluorescent UV-Condensation Type) for Exposure of Nonmetallic Materials
- C. National Fire Protection Association:
1. NFPA 101 Life Safety Code
- D. Steel Structures Painting Council:
1. SSPC SP-1 Specification for Solvent Cleaning
 2. SSPC SP-2 Specification for Hand Tool Cleaning
 3. SSPC SP-3 Specification for Power Tool Cleaning
 4. SSPC SP-5 Specification for White Metal Blast Cleaning
 5. SSPC SP-6 Specification for Commercial Blast Cleaning
 6. SSPC SP-7 Specification for Brush-Off Blast Cleaning
 7. SSPC SP-10 Specification for Near White Metal Blast Cleaning
 8. SSPC SP-11 Specification for Power Tool Cleaning to Bare Metal
 9. SSPC PA-2 Painting Application Specification

1.03 DEFINITIONS

- A. Terms PAINT or PAINTING shall in a general sense have reference to sealers, primers, oil, alkyd, latex, polyurethane, epoxy, and enamel type coatings and application of these materials.
- B. DRY FILM THICKNESS (DFT): Thickness, measured in mils, of a coat of paint in cured state
- C. Conform to ASTM D16 for interpretation of terms used in this section.

1.04 SUBMITTALS

- A. Product Data:

1. Submit manufacturer's literature describing products to be provided, giving manufacturer's name, product name, and product line number for each material.
 2. Submit technical data sheets for each coating, giving descriptive data, curing times, mixing, thinning, and application requirements.
 - a. Provide material analysis, including vehicle type and percentage by weight and by volume of vehicle, resin and pigment.
 3. Submit manufacturer's Material Safety Data Sheets (MSDS) and other safety requirements.
- B. Shop Drawings:
1. Submit a complete list of products proposed for use, including identifying product names and catalog numbers.
 - a. Arrange in same format as Schedule of Paint Finishes below.
 - b. Include applicable manufacturer's data and recommendations.
- C. Samples:
1. Selection Samples:
 - a. Submit color charts displaying manufacturer's full range of standard colors for initial selection by Engineer.
 2. Verification Samples:
 - a. Submit 3 samples of each coating and color selected, showing bare, prepared surface and each successive coat.
 - b. Samples shall be submitted on hardboard or metal as appropriate to coating system. Label samples on back, identifying manufacturer, product name, and color number.
- D. Quality Assurance Submittals:
1. Test Reports:
 - a. Provide certified test reports, prepared by an independent testing laboratory, confirming compliance with specified performance criteria.
 - b. Provide side by side performance data comparison of proposed materials and those listed in the specifications.
 2. Certificates:
 - a. Coatings manufacturer shall certify that coating materials utilized are "non-lead" (less than 0.06% lead by weight in dried film) as defined in Part 1303 of Consumer Product Safety Act.
 - b. Provide certification that specialized equipment as may be required by manufacturer for proper application of coating materials shall be utilized for work of this Section.
 - c. Provide manufacturer's certification that products to be used comply with specified requirements and are suitable for intended application.
 - d. Submit listing of not less than 5 of applicator's most recent applications representing similar scope and complexity to Project requirements. List shall include information as follows:
 - i) Project name and address
 - ii) Name of owner
 - iii) Name of contractor

- iv) Name of engineer
- v) Date of completion

- 3. Manufacturer's Instructions:
 - a. Submit manufacturer's installation procedures which shall be basis for accepting or rejecting actual installation procedures.

1.05 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Provide products from a company specializing in manufacture of high performance coatings with a minimum of 10 years experience.
 - 2. Applicator shall be trained in application techniques and procedures of coating materials and shall demonstrate a minimum of 2 years successful experience in such application.
 - a. Maintain, throughout duration of application, a crew of painters who are fully qualified to satisfy specified qualifications.
 - 3. Single Source Responsibility:
 - a. Materials shall be products of a single manufacturer or items standard with manufacturer of specified coating materials.
 - b. Provide secondary materials which are produced or are specifically recommended by coating system manufacturer to ensure compatibility of system.
- B. Regulatory Requirements:
 - 1. Conform to applicable codes and ordinances for flame, fuel, smoke, and volatile organic compound (VOC) ratings requirements for finishes at time of application.
- C. Pre-Installation Meetings:
 - 1. Schedule a conference and inspection to be held on-site before field application of coating systems begins.
 - 2. Conference shall be attended by Contractor, Owner's representative, Engineer, coating applicators, and a representative of coating material manufacturer.
 - 3. Topics to be discussed at meeting shall include:
 - a. A review of Contract Documents and accepted shop drawings shall be made, and deviations or differences shall be resolved.
 - b. Review items such as environmental conditions, surface conditions, surface preparation, application procedures, and protection following application.
 - c. Establish which areas on-site will be available for use as storage areas and working area
 - 4. Pre-construction conference and inspection shall serve to clarify Contract Documents, application requirements and what work should be completed before coating application can begin.
 - 5. Prepare and submit to parties in attendance, a written report of pre-installation conference. Report shall be submitted within 3 days following conference.
- D. Field Samples:

1. Provide a full coating system to the required sheen, color, texture, and recommended coverage rates. Simulate finished lighting conditions for reviewing in-place work.
2. The Engineer or Owners Representative will select one room, area, or combination of areas and surfaces and conditions for each type of coating and substrate to be coated. Apply coatings in this room, area, combination of areas and surfaces according to the schedule, or as specified. After finishes are accepted, this room, area or combination of areas and surfaces will serve as the standard of quality and for evaluation of coating systems of similar nature.
3. A manufacturer's representative shall be available upon request by the General Contractor or Painting subcontractor, to advise applicator on proper application technique and procedures.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Packing, Shipping, Handling, and Unloading:
 1. Deliver products in manufacturer's original unopened containers. Each container shall have manufacturer's label, intact and legible. Containers shall fully identify brand, type, grade, class, and other qualifying information used to describe contents.
 2. Include on label for each container:
 - a. Manufacturer's name
 - b. Type of paint
 - c. Manufacturer's stock number
 - d. Color name and number
 - e. Instructions for thinning, where applicable
- B. Storage and Protection:
 1. Store materials in a protected area, away from construction activities. Restrict storage area to paint materials and related equipment.
 2. Maintain temperature in area of storage between 40 degrees F (4 degrees C) and 110 degrees F (43 degrees C).
 3. Comply with health and fire safety regulations.
 4. Remove damaged materials from Site.

1.07 PROJECT CONDITIONS

- A. Environmental Requirements:
 1. Apply coating materials under conditions as follows:
 - a. Air temperature shall not be below 35 degrees F (2 degrees C) or above 110 degrees F (43 degrees C).
 - b. Refer to specific product information sheets for minimum surface temperature requirements. Surface temperatures shall be at least 5 degrees F (15 degrees C) above dew point and in a rising mode.
 - c. Relative humidity shall be no higher than 85%.
 - d. For exterior spray application, wind velocity shall be less than 15 mph (25 kph).
 - e. Atmosphere shall be relatively free of airborne dust.

1.08 SEQUENCING

- A. Coordination:
1. Perform work in proper sequence with work of other trades to avoid damage to finished work.
 2. Where coatings are scheduled to be applied over shop applied coatings, coordinate work of such shop applied products to ensure compatibility with field applied coating systems.

1.09 WARRANTY

- A. Rehabilitation work performed on a structure shall be warranted for a period of five (5) years from the date of acceptance of the structure rehabilitation. If the materials and installation furnished by the Contractor fail during this period, the Contractor shall repair the structure at no expense to the Owner.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. To define requirements for materials, size, and design, this specification lists specific products manufactured by *Tnemec Company*, Inc. of Kansas City, Missouri and Xypex Chemical Corporation. Materials specified herein are cited as minimum standard of quality which will be acceptable. Technical Information may be obtained from the following:

SteelCon Coating Systems, Inc.
2100 3rd Avenue South
Irondale, Alabama 35210
Phone: 205-951-2086
E Mail: crumbaugh@steelconcoatings.com

- B. Materials specified herein shall not preclude consideration of equivalent or superior materials. Suggested equivalent materials or other substitutions shall be submitted to Engineer for consideration in compliance with substitution procedures in Section 01600 of this Project Manual.
1. Requests for substitution shall include evidence of satisfactory past performance on like structures.
 2. Substitutions will not be considered that change number of coats or do not meet specified total dry film thickness.
 3. Request for substitution shall be received by the Engineer, in writing, at least 14 days prior to the bid opening date.

2.02 HIGH-PERFORMANCE COATINGS PERFORMANCE STANDARDS

- A. Epoxy Coatings:

1. Modified Polyamine Epoxy
 - a. Minimum Solids Content: 82.0 ± 2.0%
 - b. Minimum Dry Film Thickness Per Coat: 4 -18 mils DFT
 - c. Standard of Quality: Tnemec Series 142 Epoxoline
 - d. Performance Data Required:
 1. ASTM B 117 Salt Spray (Fog): 10,000 hours, scribed panel.
 2. ASTM D 4541: Adhesion
 3. ASTM D 149 (Dielectric Strength):
 4. ASTM D 4585 (Humidity): 2,000 hours
 5. ASTM D 870 (Immersion): 140° F DI Water – 2,000 hours
 6. ASTM G 85 (Prohesion): 5,000 hours

2. Surface Tolerant Modified Polyamidoamine Epoxy
 - a. Minimum Solids Content: 84.0 ± 2.0% (mixed).
 - b. Standard of Quality: Series 135 Chembuild
 - c. Performance Data Required:
 1. ASTM B 117 Salt Spray (Fog): Applied to uniformly rusted, SSPC-SP 2 cleaned steel. 4,000 hours.
 2. ASTM D 4541 (Adhesion): Applied to uniformly rusted, SSPC-SP 2 cleaned steel.
 3. ASTM D 522 (Flexibility): Method B – Cylindrical Mandrel.
 4. ASTM D 4585 (Humidity): 2,000 hours

8. High-Build Epoxy Coating
 - a. Minimum Solids Content: 56.0% +/- 2.0% (mixed).
 - b. Standard of Quality: Tnemec 66 Epoxoline
 - c. Performance Data Required:
 1. ASTM B 117 Salt Spray (Fog): 10,000 hours, scribed panel.
 2. ASTM D 4541: Adhesion
 3. ASTM D 1653(Water Vapor Transmission): Method B, Wet Cup, Condition C
 4. ASTM G 85 (Prohesion): 15,000 hours, scribed panel.
 5. Immersion: Potable Water – 7 years.
 6. ASTM D 4585 (Humidity): 4,000 hours
 7. ASTM G 8 (Cathodic Disbondment):

B. Polyurethane Coatings:

1. Aromatic Urethane, Zinc-Rich Primer
 - a. Minimum Solids Content: 63.0 ± 2.0% (mixed).
 - b. Metallic Zinc Content: 83% minimum in dried film. ASTM D 522 Type III Zinc dust.
 - c. Standard of Quality: Tnemec Series 91 H2O Hydro-Zinc
 - d. Performance Data Required:
 1. ASTM B 117 Salt Spray (Fog): 50,000 hours, scribed panel.
 2. ASTM D 4541 Adhesion
 3. ASTM D 870 (Immersion): 7 years.
 4. ASTM G 85 (Prohesion): 15,000 hours.

2. Aliphatic Acrylic Polyurethane
 - a. Finish: Gloss.
 - b. Minimum Solids Content: 60 ± 2.0% (mixed).
 - c. Standard of Quality: Tnemec Series 1094 Endura-Shield
 - d. Performance Data Required:
 1. ASTM D 4587 (QUV): 6,000 hours
 2. ASTM D 5894(Cyclic Salt Fog/UV Exposure): 11,304 hours
 3. ASTM D 4541 Adhesion
 4. ASTM D 4585 (Humidity): 5,000 hours
 5. ASTM G 85 (Prohesion): 5,000 hours

3. Modified Elastomeric Polyurethane
 - a. Minimum Solids Content: 88 ± 2.0% (mixed).
 - b. Standard of Quality: Tnemec Series 262 Elasto-Shield
 - c. Performance Data Required:
 1. Abrasion: ASTM D4060, (CS-17 Wheel, 1,000 grams load, 1,000 cycles):
 2. Adhesion: ASTM D4541 (Elcometer):
 3. Elongation to Break: ASTM D 412
 4. Deflection Temperature: ASTM D 648
 5. Flexibility & Elongation: ASTM D 512
 6. Impact: ASTM D 2794.
 7. Moisture Vapor Transmission: ASTM E 96
 8. Mullen Burst Strength: ASTM D 751.

- C. Exterior Architectural Coating
 1. Infrared Heat Reflective with Kynar Aquatec
 - a. Minimum Solids Content: 33.0 ± 2.0%.
 - b. Standard of Quality: Tex-Cote Coolwall with Kynar
 - c. Performance Data Required:
 1. ASTM D4803: Total Solar Reflectance.
 2. ASTM D 2565 – Accelerated Weathering
 3. ASTM D3273/ D3274: Mold and Mildew Resistance
 4. ASTM D 4541 Adhesion

2.03 SHOP FINISHING

- A. Surface Preparation:
 1. Clean surfaces of loose scale, rust, oil, dirt, and other foreign matter, immediately prior to priming. Surfaces to be coated shall be clean, dry, smooth and free from dust and foreign matter which will adversely affect adhesion or appearance.
 2. Prior to application of primer, steel surfaces shall be prepared to receive coating system in compliance with Steel Structures Painting Council (SSPC) SP10 Near White Blast Cleaning or as indicated in Schedule of Coating Systems below.

- B. Shop Applied Coatings:

1. Steel members shall be provided with one coat of primer as indicated in Schedule below.
2. Apply materials at film thickness specified by methods recommended by manufacturer in compliance with SSPC PA-2.
3. Allow each coat of paint to dry thoroughly before applying succeeding coats.
4. Make finish topcoats smooth, uniform in color, and free of laps, runs, dry spray, over-spray, and skipped or missed areas.
5. Environmental conditions shall follow coating manufacturer's printed instructions.

2.04 SOURCE QUALITY CONTROL

A. Testing Laboratory Services:

1. Documents:
 - a. Review Contract Documents and applicable sections of referenced standards.
2. Shop Painting Inspection:
 - a. Verify cleaning operations to surfaces are to condition specified.
 - b. Verify conformance of paint to specification.
 - c. Check for thickness of each coating, final thickness and holidays.
 - d. Check touchup for final finish.
3. Reports:
 - a. Submit written progress reports describing tests and inspections made and showing action taken to correct nonconforming work. Report uncorrected deviations from Contract Documents

PART 3 EXECUTION

3.01 ACCEPTABLE INSTALLERS

Submit certification letter listing (5) jobs of similar in material and extent to those systems indicated for the project.

3.02 EXAMINATION

A. Site Verification of Conditions:

1. Examine areas and conditions under which application of coating systems shall be performed for conditions that will adversely affect execution, permanence, or quality of coating system application.
2. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes until moisture content of surface is below following limits:
 - a. Masonry Surfaces: 12% maximum
 - b. Vertical Concrete Surfaces: 12% maximum
 - c. Horizontal Concrete Surfaces: 8% maximum
3. Correct conditions detrimental to timely and proper execution of Work.
4. Do not proceed until unsatisfactory conditions have been corrected.
5. Commencement of installation constitutes acceptance of conditions and responsibility for satisfactory performance.

3.03 PREPARATION

A. Protection:

1. Take precautionary measures to prevent fire hazards and spontaneous combustion. Remove empty containers from Site.
2. Place cotton waste, cloths, and hazardous materials in containers, and remove from Site daily.
3. Provide drop cloths, shields, and other protective equipment.
4. Protect elements surrounding work of this section from damage or disfiguration.
5. As Work proceeds, promptly remove spilled, splashed, or splattered materials from surfaces.
6. During application of coating materials, post Wet Paint signs.
7. During application of solvent-based materials, post No Smoking signs.

B. Surface Preparation:

1. General Requirements:

- a. Prior to application of primer, surfaces shall be prepared to receive specified coating system in compliance with manufacturer's recommendations and specifications of Steel Structures Painting Council as indicated in Schedule below.
- b. Clean surfaces of residual deposits of grease, scale, rust, oil, dirt, and other foreign matter, immediately prior to priming. Surfaces to be coated shall be clean, dry, smooth, and free from dust and foreign matter which will adversely affect adhesion or appearance.

2. Ferrous Metal Surfaces:

a. Immersion Service

1. Shop Priming: Surfaces shall be free of residual deposits of grease, rust, scale, dirt, dust, and oil. All surfaces shall be abrasive blast cleaned in accordance with SSPC-SP 10 Near White Blast Cleaning. The surface profile shall be 1.5 – 2.5 mils.
2. Field Touch-Up: Shop applied prime coatings which are damaged during transportation, construction or installation shall be thoroughly cleaned and touched up in field. Use repair procedures which insure complete protection of adjacent primer. Repair method shall result in a surface preparation equal to SSPC-SP 10 Near White Blast Cleaning. All edges shall be feathered. In addition, all intact coatings shall be brush blasted to remove contaminants and to provide a uniform anchor profile of at least 1.0 mil. In order to prevent injury to surrounding painted areas, blast cleaning may necessitate use of lower air pressure, small nozzle and abrasive particle sizes, short blast nozzle distance from surface, shielding and masking. If damage is too extensive to touch-up, item shall be re-cleaned and coated or painted.

b. Non-Immersion Service

1. Shop Priming: Surfaces shall be free of residual deposits of grease, rust, scale, dirt, dust, and oil. All surfaces shall be abrasive blast cleaned in accordance with SSPC-SP 6 Commercial Blast Cleaning. The surface profile shall be 1.5 – 2.5 mils.
 2. Field Touch-Up: Shop applied prime coatings which are damaged during transportation, construction or installation shall be thoroughly cleaned and touched up in field. Use repair procedures which insure complete protection of adjacent primer. Repair method shall result in a surface preparation equal to SSPC-SP 6 Commercial Blast Cleaning. Suitable methods would include abrasive blasting to produce commercial finish or SSPC-SP 11 Power Tool Cleaning to Bare Metal. All edges shall be feathered. In addition, all intact coatings shall be power washed to remove contaminants. In order to prevent injury to surrounding painted areas, blast cleaning may necessitate use of lower air pressure, small nozzle and abrasive particle sizes, short blast nozzle distance from surface, shielding and masking. If damage is too extensive to touch-up, item shall be re-cleaned and coated or painted.
 - c. Surfaces not shop primed shall be cleaned in compliance with these specifications and the Steel Structures Painting Council as indicated in Schedule of Coating Systems below.
3. Galvanized Steel, Aluminum & Non-Ferrous Metal Surfaces:
- a. Clean metal with a grease-cutting solvent, such as xylene, to remove contamination and oils in compliance with SSPC-SP1.
 - b. Sand clean and spot prime abraded areas.
 - c. Abrade surface by abrasive blasting in accordance with ASTM D 6386. Prepared surface shall have a minimum 1.0 mils anchor profile equal in density to an SSPC-SP 6 Commercial Blast Cleaned Surface.
4. Cast-In-Place and/or Pre-cast Concrete Surfaces:
- a. Allow concrete to cure for not less than 30 days prior to painting.
 - b. Remove loose particles with stiff brush.
 - c. Remove dirt, scale, efflorescence, powders, laitance, parting compounds, and other foreign matter.
 - d. Wash stains caused by weathering or corroding metals with a sodium meta silicate solution after thoroughly wetting with clean, clear water; allow surface to thoroughly dry.
 - e. Fill small surface pock marks and air holes with a suitable fill material. Thoroughly brush or rub over surface and let dry for not less than 24 hours before paint application.

- f. Concrete which will be coated and will be placed in immersion or vapor zone service shall be mechanically abraded in accordance with SSPC-SP 13, ICRI CSP 5 or greater.
5. Masonry Surfaces: (facing brick or concrete masonry units)
 - a. Allow surfaces to cure for not less than 30 days prior to painting.
 - b. Remove dirt, loose mortar, scale, efflorescence or powder.
 6. Interior Wood Items Scheduled to Receive Paint Finish:
 - a. Remove dust and grit prior to priming.
 - b. Seal knots, pitch streaks, and sappy sections with sealer. Sand.
 - c. Fill nail holes and cracks after primer has dried.
 - d. Sand between primer and intermediate.
 7. Concrete and Unit Masonry Surfaces Scheduled to Receive Paint Finish:
 - a. Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter.
 - b. Remove oil and grease with solution of tri-sodium phosphate, rinse well, and allow to dry.
 - c. Remove stains caused by weathering of corroding metals with solution of sodium metasilicate after thoroughly wetting with water and allow to dry.
 8. Plaster Surfaces:
 - a. Fill hairline cracks, small holes, and imperfections with latex patching plaster. Sand smooth.
 - a. Make smooth and flush with adjacent surfaces.
 - b. Wash and neutralize high-alkali surfaces.
 9. Moisture Emission Test for Concrete and Masonry:
 - a. Test substrates for moisture prior to application of coating systems. Test shall be plastic sheet method in compliance with ASTM D4263.
 - b. Concrete floors shall be tested in accordance with ASTM F 1869 Anhydrous Calcium Chloride Testing. Moisture content not to exceed 3 lbs. per 1,000 square feet in a 24 hour period.

3.04 APPLICATION

- A. General Requirements:
 1. Apply coating systems in compliance with manufacturer's instructions and using application method best suited for obtaining full, uniform coverage of surfaces to coated.
 2. Apply primer, intermediate, and finish coats to comply with wet and dry film thickness and spreading rates for each type of material as recommended by manufacturer.
 - a. Application rates in excess of those recommended and fewer numbers of coats than specified shall not be accepted.
 3. Number of coats specified shall be minimum number acceptable. Apply additional coats as needed to provide a smooth, even application.

- a. Closely adhere to re-coat times recommended by manufacturer. Allow each coat to dry thoroughly before applying next coat. Provide adequate ventilation for tank interior to carry off solvents during drying phase.
- 4. Employ only application equipment that is clean, properly adjusted, and in good working order, and of type recommended by coating manufacturer.
- 5. After surface preparation, interior weld seams shall be brush applied.
- 6. Make edges of paint adjoining other materials or colors sharp and clean, without overlapping.

3.05 REPAIR/RESTORATION

- A. At completion of Work, touchup and restore finishes where damaged.
- B. Defects in Finished Surfaces:
 - 1. When stain, dirt, or undercoats show through final coat, correct defects and cover with additional coats until coating is of uniform finish, color, appearance and coverage.
- C. Touchup of minor damage shall be acceptable where result is not visibly different from surrounding surfaces. Where result is visibly different, either in color, sheen, or texture, re-coat entire surface.

3.06 FIELD QUALITY CONTROL

- A. Testing Laboratory Services:
 - 1. Documents:
 - a. Review Contract Documents and applicable sections of referenced standards.
 - 2. Field Painting Inspection:
 - a. Verify cleaning operations to surfaces are to condition specified.
 - b. Verify conformance of paint to specification.
 - c. Check for thickness of each coating, final thickness and holidays.
 - d. Check touchup for final finish.
 - 3. Reports:
 - a. Submit written progress reports describing tests and inspections made and showing action taken to correct nonconforming work. Report uncorrected deviations from Contract Documents.
- B. Manufacturer's Field Service:
 - 1. Coatings manufacturer shall be available to provide on-site inspections, technical assistance, and guidance for application of coating system as needed.

3.07 CLEANING

- A. At completion of day's work, remove from Site rubbish and accumulated materials.
- B. Clean paint spots and other soiling from pre-finished surfaces and surfaces with integral finish. Use solvents which will not damage finished surface.

- C. Leave storage area clean and in same condition indicated for equivalent spaces in Project.

3.08 PROTECTION

- A. Protect work against damage until fully cured. Provide signs identifying wet surfaces until surfaces are adequately cured.

3.09 WASTE MANAGEMENT

- A. General Requirements:
 - 1. Place materials defined as hazardous or toxic waste in designated containers.
 - 2. Return solvent and oil soaked rags for contaminant recovery and laundering or for proper disposal.
 - 3. Do not dispose of paints or solvents by pouring on ground. Place in designated containers for proper disposal.
 - 4. Where paint recycling is available, collect waste paint by type and provide for delivery to recycling or collection facility.
- B. Containment/Disposal Requirements:
 - 1. Surface Preparation Debris Containment:
 - a. When required by federal, state or local regulation, entire structure shall be enclosed and surface preparation debris contained.
 - b. Refer to SSPC 61 Guide for Containing Debris Generated During Paint Removal Operations.
 - 2. Disposal of Surface Preparation Debris:
 - a. Refer to SSPC 71 Guide for the Disposal of Lead-Contaminated Surface Preparation Debris.
 - b. Surface preparation debris shall be disposed of in compliance with applicable federal, state and local regulations.
 - 3. Containment/Disposal Costs:
 - a. Contractor shall be responsible for costs associated with containment and waste disposal that may result from execution of this Project.

3.10 SCHEDULE OF COATING SYSTEMS FOR EXTERIOR SERVICE

*All coating thickness is expressed in dry film thickness (DFT.)

- A. **Exterior Exposed Ferrous Metals:** 16 gauge or heavier Shop primed, field applied finish coat or field applied system.
 - 1. Surface Preparation: SSPC SP6 Commercial Blast Cleaning
 - 2. Primer/Shop Coat: Series 91 H2O Hydro-Zinc **Note (1)**
 - a. Dry Film Thickness: 2.5 to 3.5 mils
 - 3. Intermediate: Series 66 Epoxoline **Note (2)**
 - a. Dry Film Thickness: 3.0 -0 5.0 mils
 - 4. Finish Coat: Series 1094 Endura-Shield
 - a. Dry Film Thickness: 2.0 – 3.0 mils

5. Total Dry Film Thickness: 8.5 to 11.5 mils

Note (1) *Coordinate shop cleaning and primer coat with appropriate Metals Specifications.*

Note (2) *Series 161 Fascure may be substituted for Series 66 Epoxoline for application down to 35 F.*

B. Exterior Exposed Galvanized Metals: Field applied finish coats or field applied system

1. Surface Preparation: SSPC-SP 1 Solvent Cleaning followed by abrasive blasting in accordance with ASTM D 6386. Minimum anchor profile of 1.0 mil.

2. First Coat: Series 66 Epoxoline **Note (1)**

a. Dry Film Thickness: 2.0-3.0 mils.

3. Finish Coat: Series 1094 Endura-Shield

a. Dry Film Thickness: 2.0 – 3.0 mils

4. Total Dry Film Thickness: 4.0 to 6.0 mils

Note (1) *Series 161 Fascure may be substituted for Series 66 Epoxoline for application down to 35 F.*

C. Previously Painted Non-Submerged Ferrous Metals & Ductile Iron:

1. Surface Preparation: Clean all surfaces of all dirt, dust, chalk, and any other foreign matter that may interfere with the adhesion of the proposed coating system. Clean all corroded areas in accordance with SSPC-SP 3 Power Tool Cleaning. Feather Edges. Spot Prime all areas cleaned to bare metal.

2. Spot Prime: Series 135 Chembuild

a. Dry Film Thickness: 3.0 – 5.0

3. Full Prime: Series 135 Chembuild

a. Dry Film Thickness: 2.0 – 3.0

4. Finish Coat: Series 1094 Endura-Shield

a. Dry Film Thickness: 2.0 – 3.0 mils

D. Non-Submerged Ductile Iron:

1. Surface Preparation: Abrasive blast to remove all contaminants.

2. Primer: Series N140 Pota-Pox Plus

a. Dry Film Thickness: 6.0 – 8.0

3. Intermediate: Series 66 Epoxoline **Note (1)**

a. Dry Film Thickness: 3.0 – 5.0 mils

4. Finish Coat: Series 1094 Endura-Shield

a. Dry Film Thickness: 2.0 – 3.0 mils

5. Total Dry Film Thickness: 11.0 – 16.0

Note (1) *Series 161 Fascure may be substituted for Series 66 Epoxoline for application down to 35 F.*

E. Exterior: Pre-Cast, Poured-in-Place & Tilt-Up Concrete (Previously Painted):

1. Surface Preparation: Pressure wash in accordance with SSPC- WJ4 Light Cleaning (minimum 3,500 psi with 0° rotating nozzle) utilizing “Great Lakes Extra Muscle Pre-Paint Cleaner” to remove all chalk, dirt, dust, loose paint as well as any other foreign matter. All areas where the existing coating has been removed or is cracked, shall be power sanded with edges feathered. All surfaces shall be clean, dry and in a suitable condition to be coated.

2. Primer: Tex-Cote Re-Coat Primer

a. Dry Film Thickness: 2.5 to 3.0 mils

3. Intermediate Coat: Tex-Cote Cool Wall with Kynar

a. Dry Film Thickness: 1.5 to 2.0 mils

4. Finish Coat: Tex-Cote Cool Wall with Kynar
 - b. Dry Film Thickness: 1.5 to 2.0 mils

3.11 SCHEDULE OF COATING SYSTEMS FOR IMMERSION OR VAPOR ZONE SERVICE

*All coating thickness are expressed in dry film thickness (DFT.)

A. Ferrous Metals in Immersion Service: Wastewater (Open Top Structure)

1. Surface Preparation: SSPC-SP 10 Near White Blast Cleaning
2. Primer: Series 66 Epoxoline
 - a. Dry Film Thickness: 4.0 – 6.0
3. Intermediate: Series 66-33GR Epoxoline
 - a. Dry Film Thickness: 4.0 – 6.0
4. Finish: Series 142-35GR Epoxoline
 - a. Dry Film Thickness: 10.0 – 12.0
5. Total Dry Film Thickness: 16.5 – 19.5

B. Ductile Iron in Immersion Service: Wastewater (Open Top Structure)

1. Surface Preparation: Abrasive blast to remove all contaminants, rust, existing paint, as well as any other foreign matter.
2. Primer: Series N140-1211 Pota-Pox Plus
 - a. Dry Film Thickness: 6.0 – 8.0
3. Intermediate: Series 66-33GR Epoxoline
 - a. Dry Film Thickness: 4.0 – 6.0
4. Finish: Series 142-35GR Epoxoline
 - a. Dry Film Thickness: 10.0 – 12.0
5. Total Dry Film Thickness: 20.0 – 26.0

C. Concrete EQ Basin & Chlorine Contact Chamber – Concrete & CMU (Base Bid):

1. Surface Preparation: Remove all form oils, grease and other foreign matter. Abrasive blast all concrete surfaces to remove all contaminants, open bug holes, and to provide adequate surface profile for the specified system (reference SSPC-SP 13 / ICRI CSP 3).
2. 1st Coat: Xypex Concentrate
 - a. Coverage Rate: Apply to all surfaces at a minimum of 1/16".
3. 2nd Coat: Xypex Modified
 - a. Coverage Rate: Apply to all surfaces at a minimum of 1/16".

D. Concrete EQ Basin & Chlorine Contact Chamber - Cold Joint & Leaking Crack Repair (Base Bid):

1. Surface Preparation: Remove all form oils, grease and other foreign matter. Abrasive blast concrete surfaces one foot on either side of the joint to remove all contaminants, open bug holes, and to provide adequate surface profile for the specified system. Rout out crack as necessary to a minimum 1.5" wide X 1.5" deep. Do not saw cut. Edges should be rough to facilitate bonding of Xypex materials.
2. Prep:
 - a. Clean slot of debris and dust
 - b. Soak with water and remove surface water

3. Repair: Xypex Patch n Plug and Xypex Concentrate (2 parts concentrate to 1 part Patch n Plug)
 - a. Compress into cavity using pneumatic hammer or block and hammer.
4. Patch: Xypex Concentrate
 - a. Apply slurry coat over repaired area
5. Finish: 2 Coat Xypex as Specified in Section C. above

E. Concrete EQ Basin (Alternate Bid):

1. Surface Preparation: Remove all form oils, grease and other foreign matter. Abrasive blast all concrete surfaces to remove all contaminants, open bug holes, and to provide adequate surface profile for the specified system (reference SSPC-SP 13 / ICRI CSP 5).
2. Lining: Tnemec/Epoxytec Cladliner
 - a. Coverage Rate: Apply to all surfaces at ¼”.

F. Concrete EQ Basin Cold Joint & Leaking Crack Repair (Alternate Bid):

1. Surface Preparation: Remove all form oils, grease and other foreign matter. Abrasive blast concrete surfaces one foot on either side of the joint to remove all contaminants, open bug holes, and to provide adequate surface profile for the specified system (reference SSPC-SP 13 / ICRI CSP 3). Rout our crack as necessary to a minimum 1” wide X 1” deep. Sawcut a termination point (1/4” X 1/4”) 1 foot on either side of the joint.
2. Primer: Tnemec Series 66 Epoxoline
 - a. Dry Film Thickness: 4.0 – 6.0 mils
3. Backer Rod: Appropriate size backer rod
 - a. Depth: Allow ¼’ depth to remain.
4. Sealant: Tnemec 265 Elasto-Shield TG
 - a. Dry Film Thickness: Fill flush with surface and apply 60 mils 3” on either side if the joint. While still wet embed 211-216 fiberglass mat.
5. Finish: Series 262 Elasto-Shield
 - a. Dry Film Thickness: 60.0 – 75.0 mils. Terminate in termination strip.

END OF SECTION