

# PROJECT MANUAL

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## DOCUMENTS AND SPECIFICATIONS

### **Terrell Heights Storm Sewer Improvements Phase 1**

**City of Cartersville**

**Barge NO.: 37697-01  
DATE: March 2023**



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Certifications

The following licensed professionals are responsible for the various portions of the project manual by which their seal is affixed:

- Division 00 – Procurement and Contracting Requirements
- Division 01 – General Requirements
- Division 03 – Concrete
- Division 31 - Earthwork
- Division 32 – Exterior Improvements
- Division 33 – Utilities



David Lavergne, PE

END OF SECTION



**TERRELL HEIGHTS STORM SEWER IMPROVEMENTS  
PHASE 1**

**CITY OF CARTERSVILLE, GEORGIA**

Sealed Bids for furnishing all materials, labor, tools, equipment, and appurtenances necessary for the construction of the Terrell Heights Storm Sewer Improvements Phase 1 will be received by the City of Cartersville at the Cartersville Public Works, 330 S. Erwin Street, Cartersville, GA 30120, until 10:00 a.m., local time, on June 22, 2023, and then at said location publicly opened and read aloud.

The Project consists of storm sewer improvements within the Terrell Heights subdivision. These improvements include 500 feet of cured in place lining of 24-inch corrugated metal pipe, the removal of existing storm sewer and the installation of 95 feet 18-inch reinforced concrete pipe, 80 feet of 24-inch equivalent arch concrete pipe, 234 feet of 36-inch equivalent arch concrete pipe, storm junction boxes, hooded grated inlet, grate inlets, and concrete headwall. The project also includes the relocation of and 60 feet of an existing 6-inch water main and the installation of 60 feet of 8-inch sanitary sewer pipe and sanitary sewer doghouse manhole along with restoration of asphalt paving, curbing, and all other appurtenances and restoration of the project area.

Hard copy or electronic full sets of plans and specifications will be available for purchase at contractor's expense, which will be fulfilled by the Barge Design Solutions, Inc.'s Planroom (<https://bidding.bargedesign.com/>) To purchase a hard copy set or download files, you must register for a free account, if you already have an account, simply log in and select "Download" this entire job. Then proceed to the download queue on the left menu bar to receive your downloaded files. For questions about accessing the documents please contact Memphis Reprographics at 901-381-9811. Call prior to picking up documents to ensure availability. Partial sets of the Bidding Documents will not be available directly from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of bidding documents including addenda, if any are obtained from sources other than the Issuing Office. No part of the purchase will be refunded.

Each Bid must be accompanied by a Bid Bond, prepared on the form of Bid Bond attached to the Contract Documents or a Surety Company's Standard Bid Bond, duly executed by the Bidder as principal and having as surety thereon a surety company licensed to do business in the State of Georgia and listed as a certified company in the latest issue of U.S. Treasury Circular 570, in the amount of five percent of the Bid.

Equal Employment Opportunity Clause: Bidders must comply with the Equal Employment Opportunity requirements specified in the Instructions to Bidders.

Minority Participation: Bidders will be required to demonstrate their good faith efforts to achieve compliance with the Owner's goal that a minimum of ten percent of the Bid Amount be done by

Minority Owned Firms (MBE) and five percent of the Bid Amount be done by Women Owned Firms (WBE).

Employment of Local Businesses and Contractors: It is the wish of the Owner that local businesses, including contractors, be given the opportunity to bid on the various parts of the work.

The desire on the part of the Owner to encourage participation of minority and locally owned businesses and contractors is not intended to restrict or limit competitive bidding or to increase the cost of the work. The Owner supports a healthy, free market system that seeks to include responsible local businesses and provide ample opportunities for local business growth and development. However, the aforementioned statement shall not prevent Bidders from complying with the American Iron and Steel Special Conditions and Information, and the Supplemental General Conditions in Appendix A.

No bid may be withdrawn within 60 calendar days after the scheduled time for receipt of bids.

The Owner will in no way be liable for any costs incurred by any bidder in the preparation of its Bid in response to this Invitation to Bid.

The successful Bidder for this Contract will be required to furnish a satisfactory Performance Bond and Payment Bond each in the amount of 100 percent of the Bid.

The Owner reserves the right to reject all Bids, in whole or in part, to waive informalities and to readvertise.

Funding: Any Contract awarded under this Invitation to Bid is expected to be funded in part by a funds from the American Rescue Plan Act (ARPA). Neither the State of Georgia nor any of its departments, agencies or employees is or will be a party to the Invitation to Bid or any resulting contract.

The allotted time for construction is 180 calendar days.

City of Cartersville  
Purchasing Manager

END OF SECTION



Instructions to Bidders

**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 where the bidding procedures are to be administered. The issuing office for this Project is Barge Design Solutions, Inc., 2839 Paces Ferry Road SE, Suite 850, Atlanta, GA 30339.

**ARTICLE 2 – COPIES OF BIDDING DOCUMENTS**

- 2.01 Complete sets of the Bidding Documents may be obtained from the [Bidding.BargeDesign.com](http://Bidding.BargeDesign.com) as described by the advertisement to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

**ARTICLE 3 – QUALIFICATIONS OF BIDDERS**

- 3.01 The minimum qualifications of a responsible Bidder include the following requirements:
- A. The Bidder shall maintain a permanent place of business. This requirement applies to the Bidder where the Bidder is a division of a corporation, or where the Bidder is 50 percent or more owned by a person, corporation or firm.
- B. The Bidder has a Georgia Utility Contractor License to perform the work under this contract.
- C. The Bidder shall demonstrate adequate construction experience and sufficient equipment resources to properly perform the work under and in conformance with the Contract Documents. This evaluation will be based upon a list of completed or active projects and a list of construction equipment available to the Bidder to perform the work. The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may reasonably request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Project contemplated therein. Adequate construction experience, for the purposes of this Project, shall mean
- 1) The Bidder has successfully completed construction of at least five stormwater projects.
  - 2) Each Project must have had a constructed value of not less than \$100,000 dollars.

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Instructions to Bidders

- 3) Each of the Projects must have consisted of construction of water main and jack and bore installation.
  - 4) Each of the Projects must have been completed since January 1, 2012. At least two of these projects must have been completed since January 1, 2017. Projects currently under construction will not qualify.
  - 5) At least 50 percent of the labor related items on each Project must have been completed by the Applicant's own work force.
  - 6) The Bidder shall demonstrate financial resources of sufficient strength to meet the obligations incident to the performance of the work covered by these Contract Documents. The ability to obtain the required Performance and Payment Bonds will not alone demonstrate adequate financial capability.
- D. The Bidder shall demonstrate that he is familiar with the work covered by these Contract Documents.
  - E. To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with the Bid written evidence such as previous experience, present commitments, and such other data as may be called for below.
- 3.02 Completion of Statement of Bidder's Qualifications, as included elsewhere in this Project Manual.
- A. Bidder's Georgia Utility Contractors License.
- 3.03 To demonstrate Bidder's qualifications to perform the Work, within three days of Owner's request, Bidder shall submit written evidence such as financial data and such other data as may be requested by Owner.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.
- 3.05 A Bidder may be deemed as not responsible if:
- A. Bidder fails to furnish adequate information for the Owner to determine if the Bidder is deemed to possess adequate construction experience and sufficient equipment resources or fails to provide such information in a timely manner.
  - B. Bidder fails to furnish information, evidence, and statements of the principal owner when the Bidder is owned 50 percent or more by another firm, corporation, or person.
  - C. Bidder is in arrears on any existing contracts, interested in any litigation against the Owner or has defaulted on a previous contract.
  - D. Bidder fails to have access to adequate equipment.
  - E. Bidder has uncompleted work which in the judgment of the Owner will hinder or prevent prompt completion of additional work, if awarded.
- 3.06 Acceptance of the Bidder's documentation and substantiation or Contract Award by the Owner does not relieve the Bidder of liability for non-performance as covered in the Contract Documents, nor will the Bidder be exempted from any other legal recourse the Owner may elect to pursue.

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**ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE****4.01 *Site and Other Areas***

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

**4.02 *Existing Site Conditions***

- A. Subsurface and Physical Conditions;
1. There has been no geotechnical investigation performed for this utility relocation project.
  2. 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: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

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

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

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Instructions to Bidders

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

4.04 *Owner's Safety Program*

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

4.05 *Other Work at the Site*

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

**ARTICLE 5 – BIDDER'S REPRESENTATIONS**

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

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

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

- 6.01 A Pre-Bid Conference will be held if so indicated in the Advertisement for Bids. Oral statements may not be relied upon and will not be binding or legally effective.

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

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.
- 7.03 Questions and other inquiries shall be submitted to the Issuing office, Attention: David King, PE david.king@bargedesign.com.

#### **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 (on the form included in the Bidding Documents or on a surety company's standard bid bond form) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default,

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Instructions to Bidders

annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

- 8.03 Attorneys-in-Fact of other officers who sign bid bonds for a surety company must file with such bonds a certified copy of his power of attorney authorizing him to sign said bonds.

**ARTICLE 9 – CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, 180 calendar days, the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

**ARTICLE 10 – LIQUIDATED DAMAGES**

- 10.01 Provisions for liquidated damages 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 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS**

- 11.01 The Contract for the Work, as if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids in the case of a proposed substitute and 5 days prior in the case of a proposed "or-equal." Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner. Substitutes and "or-equal" materials and equipment may be proposed by Contractor in accordance with Paragraphs 7.04 and 7.05 of the General Conditions after the Effective Date of the Contract.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.
- 11.03 If an award is made, Contractor shall be allowed to submit proposed substitutes and "or-equals" in accordance with the General Conditions.

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

- 12.01 If required by the bid documents, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work: stormwater installation, water main installation, sewer man installation.
- 12.02 If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable

objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will not be increased (or decreased) by the difference in cost occasioned by such substitution. If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 12.04 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.06A.

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

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each, Bid item, and alternate item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a partnership shall 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 partnership's address for receiving notices shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.
- 13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

Instructions to Bidders

**ARTICLE 14 – BASIS OF BID**

14.01 *Lump Sum and Unit Prices*

- A. Bidders shall submit a Bid on a lump sum or unit price basis, as indicated on the Bid schedule, for each item of Work listed in the Bid schedule.

14.02 *Allowances*

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

**ARTICLE 15 – SUBMITTAL OF BID**

15.01 With each set of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, Bid Bond Form and the required documents listed below. The unbound copy of the Bid Form is to be completed and submitted with the Bid Bond along with the documents listed below. The Bidder shall submit one original of all documents in the envelope.

- A. Bid Bond
- B. Statement of Bidders Qualifications
- C. Non-Collusion Affidavit of Prime Bidder
- D. Corporate Certificate
- E. Georgia Security and Immigration Compliance Act Affidavits
- F. Contractor's License Certification
- G. Drug-Free Workplace Affidavit

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bids and shall be enclosed in a shall also contain the Bid bond and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the place indicated in the Advertisement for Bids.

15.03 The Bidder shall provide on the outside of the envelope containing the Bid:

- A. "Bid for Terrell Heights Stormwater Improvements Phase 1" and
- B. The Bidder's name.

Failure of any Bidder to furnish the required information void such bid and such bid shall not be considered.

15.04 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.



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

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 After the Bid opening determines that its Bid contained an appreciable error in the calculation of its Bid, the Bidder may withdraw its Bid, subject to the provisions of, and, if the mistake meets the criteria in, O.C.G.A. 36-91-52.
- 16.03 A bid may be withdrawn after the time period stated in the Advertisement for Bids after the date of the opening of the bids, provided that the Bidder has not been notified within said time period that his bid has been accepted.
- 16.04 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must submit such modification 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. Such document shall indicate only the addition or subtraction to the Bid Total and not reveal the Bid Total. If the modification does not indicate which Bid Item is to be modified, the Owner will apply the modification as it sees fit during the execution of the Project.

**ARTICLE 17 – OPENING OF BIDS**

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

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

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

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

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 Evaluation of Bids

Instructions to Bidders

- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - B. If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid, including or not including alternates, at the discretion of the Owner.
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 19.06 A Bid may be declared by the Owner to be non-responsive for, but not limited to, any of the following reasons:
- A. Bid contains blanks, Proposal is not complete or required accompanying documents, certifications, and statements are not included.
  - B. Bid contains modifications or alterations of the Bid Form or other Contract Documents.
  - C. Bid is a qualified or conditional bid.
  - D. Bid contains unrealistic data, erroneous data, inaccurate data, or data that cannot be documented or substantiated.
- 19.07 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Bidding Documents. A Bidder may be deemed as not responsible if:
- A. Bidder fails to furnish adequate information for the Owner in a timely manner to determine if the Bidder is deemed to possess adequate construction experience and sufficient equipment resources.
  - B. Bidder fails to furnish information, evidence, and statements of the principal owner when the Bidder is owned 50 percent or more by another firm, corporation, or person.
  - C. Bidder is in arrears on any existing contracts, interested in any litigation against the Owner or has defaulted on a previous contract.
  - D. Bidder fails to have access to adequate equipment.
  - E. Bidder has uncompleted work which in the judgment of the Owner will hinder or prevent prompt completion of additional work, if awarded.

**ARTICLE 20 – BONDS AND INSURANCE**

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

**ARTICLE 21 – SIGNING OF AGREEMENT**

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

21.02 Upon failure of the Bidder to execute the required bonds or to sign the required contract within ten days after the contract is awarded, he will be considered to have abandoned his proposal and the Owner may annul the award. By reason of the uncertainty of market prices of materials and labor, and it being impracticable and extremely difficult to fix the amount of damages to which the Owner would be put by reason of said Bidder's failure to execute said bonds and contract within ten days, the bid security accompanying the proposal shall be the agreed amount of damages which the Owner will suffer by reason of such failure on the part of the Bidder and shall thereupon immediately be forfeited to the Owner. The filing of a proposal will be considered as an acceptance of this provision.

**ARTICLE 22 – SALES AND USE TAXES – NOT USED****ARTICLE 23 – CONTRACTS TO BE ASSIGNED – NOT USED****ARTICLE 24 – FEDERAL REQUIREMENTS**

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

**ARTICLE 25 – PAYMENT APPLICATIONS**

25.01 The Bidder's attention is directed to the payment approval provisions of Supplementary Conditions SC-15.01.B.4.

**ARTICLE 26 – PERMITS, EASEMENTS AND RIGHTS-OF-WAY**

26.01 All anticipated federal, state, or local permits required for the Project, which are the responsibility of the Owner, have been obtained.

26.02 All anticipated federal, state, or local permits required for the Project, which are the responsibility of the Owner, have been obtained, except as follows:

- A. Land Disturbance Permit: City of Cartersville

END OF SECTION

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**TERRELL HEIGHTS STORM SEWER IMPROVEMENTS  
PHASE 1**

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

City of Cartersville  
City Hall  
1 N Erwin Street  
Cartersville, GA 30120

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

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

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

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

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

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.



- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Where this Bid Form contains the provision for a bid based on a lump sum price, the Bidder shall be responsible for having prepared its own estimate of the quantities necessary for the satisfactory completion of the Work specified in these Contract Documents and for having based the lump sum price bid on its estimate of quantities.

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

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and





- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.



**ARTICLE 5 – BASIS OF BID**

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

Item No.	Description	Estimated Qty.	Unit	Unit Price	Total Price
1.	Erosion and Sedimentation Control	1	LS	\$	\$
2.	Removing and Replacing Pavement				
a.	Asphalt Mill and Overlay	500	SY	\$	\$
b.	Curb and Gutter	100	LF	\$	\$
3.	Water Mains and Accessories				
a.	6" DIP Water Main	60	LF	\$	\$
b.	Clean-up, Testing, and Disinfection	1	LS	\$	\$
4.	Sewer and Accessories				
a.	8" DIP Sewer	60	LF	\$	\$
b.	48" Sanitary Sewer Doghouse Manhole	1	EA	\$	\$
c.	Clean-up and Testing	1	LS	\$	\$
5.	Storm Pipe Cured-In-Place Rehabilitation				
a.	Cured in place pipe lining of 24" CMP	500	LF	\$	\$
6.	Storm Pipe				
a.	18" RCP	95	LF	\$	\$
b.	24" RCP	70	LF	\$	\$
c.	24" Equivalent Arch Concrete Pipe	100	LF	\$	\$
d.	36" Equivalent Arch Concrete Pipe	240	LF	\$	\$
7.	Storm Drainage Structures/ Junction Boxes				
a.	Concrete Headwall	1	EA	\$	\$
b.	90"x140" Junction Box	1	EA	\$	\$
c.	84" Diameter Junction Box	1	EA	\$	\$
d.	48"x48" Junction Box/Grate Inlet	1	EA	\$	\$
8.	Tree Removal	1	LS	\$	\$
9.	Site Restoration (Concrete driveway, sidewalks, fencing, landscaping, etc.)	1	LS	\$	\$
10.	Cash Allowances				
a.	Soils and Concrete Testing		ALLOWANCE		\$ 15,000.00
b.	Record Drawing Survey		ALLOWANCE		\$ 10,000.00
c.	CIPP testing		ALLOWANCE		\$ 10,000.00



---

BID TOTAL, ITEMS 1 THROUGH 10, INCLUSIVE, THE AMOUNT OF \_\_\_\_\_

---

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_).

Bidder acknowledges Unit Prices have been determined in accordance with Paragraph 11.03.C of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.



**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Bid Bond
  - B. Statement of Bidders Qualifications
  - C. Non-Collusion Affidavit of Prime Bidder
  - D. Corporate Certificate
  - E. Georgia Security and Immigration Compliance Act Affidavits
  - F. Contractor's License Certification
  - G. Drug-Free Workplace Affidavit

**ARTICLE 8 – DEFINED TERMS**

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





**ARTICLE 9 – BID SUBMITTAL**

9.01 This Bid submitted by:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
*(Individual's signature)*

Doing business as: \_\_\_\_\_

Attest: \_\_\_\_\_  
*(Notary)*

Name (typed or printed): \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of general partner – attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Attest: \_\_\_\_\_  
*(Signature of another Partner)*

Name (typed or printed): \_\_\_\_\_



A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_  
(CORPORATE SEAL)

Attest: \_\_\_\_\_  
(Signature of Corporate Secretary)

Name (typed or printed): \_\_\_\_\_

A Joint Venture

Name of Joint Venturer: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner)

Name (typed or printed): \_\_\_\_\_

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

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner)

Name (typed or printed): \_\_\_\_\_

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

(Each joint venturer must sign. The manner of signing for each individual partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)



---

**All Bidders shall complete the following:**

Bidder's Business address: \_\_\_\_\_

\_\_\_\_\_

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

Primary Contact: \_\_\_\_\_

Primary Contact E-mail: \_\_\_\_\_

Submitted on: \_\_\_\_\_, 20\_\_\_\_.

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(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)

Associated General Contractors of America  
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(703) 548-3118  
[www.agc.org](http://www.agc.org)

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

BIDDER (Name and Address):

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

OWNER (Name and Address):

City of Cartersville  
1 N Erwin Street  
Cartersville, GA 30120

BID

Bid Due Date:  
Description (Project Name): Terrell Heights Storm Sewer Improvements Phase 1

BOND

Bond Number:  
Date (Not earlier than Bid due date):  
Penal sum \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

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

**BIDDER**

**SURETY**

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

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

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



Non-Collusion Affidavit of Prime Bidder

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, being first duly sworn, deposes and says that:

He or she is \_\_\_\_\_

*(Owner, Partner, Officer, Representative or Agent)*

of \_\_\_\_\_, the Bidder that has submitted the attached Bid;

He or she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against *City of Cartersville* or any person interested in the proposed Contract; and

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

BIDDER: \_\_\_\_\_

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

*(name signed)*

\_\_\_\_\_  
*(name printed or typed)*

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

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

Subscribed and sworn to me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_

NOTARY PUBLIC: \_\_\_\_\_

*(name signed)*

\_\_\_\_\_  
*(name printed or typed)*

Commission Expires: \_\_\_\_\_

(SEAL)

END OF SECTION



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



Section 00 45 53  
Corporate Certificate

---

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Bidder in the foregoing Bid; that \_\_\_\_\_, who signed said Bid on behalf of the Contractor was then \_\_\_\_\_ of said Corporation; that said Bid was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of \_\_\_\_\_.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Corporate  
Secretary:

\_\_\_\_\_

*(name signed)*

\_\_\_\_\_

*(name printed or typed)*

(SEAL)

END OF SECTION



---

Georgia Security and Immigration Compliance Act Affidavits

- [] The City of Cartersville (Owner) and Contractor agree that compliance with the requirements of O.C.G.A. Sec. 13-10-91 and Rule 300-10-1 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

The Contractor further agrees that its compliance with the requirements of O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02 is attested to on the executed Contractor Affidavit and Agreement attached hereto as EXHIBIT A.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Contractor further agrees:

- (1) To secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor(s); and
- (2) To secure from the subcontractor(s) an affidavit attesting to the subcontractor's compliance with O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1; such affidavit being in the form attached hereto and referenced as EXHIBIT A-1; and
- (3) To submit such subcontractor affidavit(s) to the Owner when the subcontractor(s) is retained, but in any event, prior to the commencement of work by the subcontractor(s).

The failure of Contractor to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Contractor to continue to satisfy the obligations of O.C.G.A. §13-10-91 and DOL Rule 300-10-1 as set forth in this Agreement during the term of the Agreement shall constitute a material breach of the contract. Upon notice of such breach, Contractor shall be entitled to cure the breach within ten days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, the Owner shall be entitled to all available remedies, including termination of the contract and damages.

*SEE AFFIDAVITS ON FOLLOWING PAGES*





**CONTRACTOR AFFIDAVIT & AGREEMENT  
EXHIBIT A**

- [] By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with City of Cartersville, has registered with, is authorized to use and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91. The undersigned affirms that it is using and will continue to use the federal work authorization program throughout the contract period.
- [] The undersigned further agrees that should it employ or contract with any subcontractor(s) for the physical performance of services pursuant to the contract with City of Cartersville, the Contractor will secure from the subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. (EXHIBIT A-1). The Contractor further agrees to maintain records of such compliance and shall provide a copy of each such verification to City of Cartersville, at the time the subcontractor(s) is retained to perform such services.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
[Contractor Name]

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

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

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

*\*The applicable federal work authorization program as of the effective date of the statute is the Basic Pilot program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS).*



**SUBCONTRACTOR AFFIDAVIT  
EXHIBIT A-1**

[] By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ on behalf of the City of Cartersville, has registered and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
[Subcontractor Name]

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

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

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

*\*The applicable federal work authorization program as of the effective date of the statute is the Basic Pilot program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS).*

END OF SECTION



---

Contractor's License Certification

Bidder/Contractor's Name: \_\_\_\_\_

Georgia Utility Contractor's License Number: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

BIDDER: \_\_\_\_\_

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

*(name signed)*

\_\_\_\_\_

*(name printed or typed)*

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

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

END OF SECTION



Date of Issuance:

Owner:

Owner's Contract No.:

Engineer:

Engineer's Project No.:

Project:

Contract Name:

Bidder:

Bidder's Address:

**TO BIDDER:**

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

\_\_\_\_\_  
*[Describe Work, alternates, or sections of Work awarded]*

The Contract Price of the awarded Contract is: \$ \_\_\_\_\_ *[note if subject to unit prices, or cost-plus]*

[  ] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[Revise if multiple copies accompany the Notice of Award]*

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

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

- 1. Deliver to Owner five (5) counterparts of the Agreement, fully executed by Bidder.
- 2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
- 3. Other conditions precedent (if any):

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

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

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

\_\_\_\_\_  
Authorized Signature

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

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

Copy: Barge Design Solutions, Inc.

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---

THIS AGREEMENT is by and between \_\_\_\_\_ City of Cartersville \_\_\_\_\_ (“Owner”) and  
\_\_\_\_\_ (“Contractor”) \_\_\_\_\_

Owner and Contractor 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:

Terrell Heights Stormwater Improvements – Phase 1

#### **ARTICLE 2 – THE PROJECT**

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Terrell Heights Stormwater Improvements – Phase 1

#### **ARTICLE 3 – ENGINEER**

- 3.01 The Project has been designed by Barge Design Solutions, Inc. (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

#### **ARTICLE 4 – CONTRACT TIMES**

##### **4.01 *Time of the Essence***

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

##### **4.02 *Days to Achieve Substantial Completion and Final Payment***

- A. The Work will be substantially completed within 150 consecutive calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 180 consecutive calendar days after the date when the Contract Times commence to run.

##### **4.03 *Liquidated Damages***

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding

the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$750.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

## **ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit, the sum of which is \_\_\_\_\_ (Dollars) (\$\_\_\_\_\_)

## **ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment submitted monthly by a day of the month established at the Pre-Construction Conference during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of 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 in the General Requirements.

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 Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
  - a. 90 percent of Work completed (with the balance being retainage).; and
  - b. 90 for GA percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- c. If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

### **ARTICLE 7 – INTEREST**

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of one half percent per annum.

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

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
  - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the

effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that 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 Documents.
- G. 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.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement.
  - 2. Performance bond.
  - 3. Payment bond.
  - 4. General Conditions.
  - 5. Supplementary Conditions.
  - 6. Specifications as listed in the table of contents of the Project Manual.
  - 7. Drawings as listed on the Drawing Index, with each sheet bearing the following general title: Terrell Heights Stormwater Improvements Phase 1.
  - 8. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive), incorporated herein.
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive), as shown in Section 00 41 00 of this Project Manual.

10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### *10.01 Terms*

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

### *10.02 Assignment of Contract*

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

### *10.03 Successors and Assigns*

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

### *10.04 Severability*

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

10.05 *Contractor's Certifications*

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

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

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

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

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

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

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

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

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

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

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

Address for giving notices:

Address for giving notices:

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

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

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STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

In accordance with O.C.G.A. §36-91-21(e), we, the undersigned of

\_\_\_\_\_ ,  
being first duly sworn, deposes and says that:

We have not directly or indirectly violated O.C.G.A. §36-91-21 (d), and more specifically, we have not

- prevented or attempted to prevent competition in such bidding or proposals by any means whatever,
- prevented or endeavored to prevent anyone from making a bid or proposal thereof by any means whatever, nor
- caused or induced another to withdraw a bid or proposal for the work.

We, the undersigned, to the best of our knowledge, affirm that no other officers, agents or other persons acted for or represented the Contractor in the bidding for and procurement of this Contract.

Signature	Printed Name	Title	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

\_\_\_\_\_  
(Notary Public) My Commission Expires: \_\_\_\_\_

(SEAL)

END OF SECTION



Residency Status Affidavit

**Affidavit Verifying Residency Status of an Applicant as Required by  
The Georgia Security and Immigration Compliance Act**

By executing this affidavit under oath, as an applicant for a City of Cartersville contract or other public benefit as referenced in the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1), I am stating the following with respect to my application and award for a contract with the City of Cartersville.

\_\_\_\_\_ **I am a United States citizen**

OR

\_\_\_\_\_ **I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\***

Attach a copy of the document verifying your status (front and back) to this Affidavit.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
\*Alien registration number for non-citizens

\_\_\_\_\_  
Applying on Behalf of/Name of Associated Business

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS \_\_\_\_ DAY OF \_\_\_\_\_,  
201\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

\*Note: O.C.G.A. 50-36-1(e)(2) requires that aliens under the federal Immigration and nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number.

END OF SECTION



Owner: \_\_\_\_\_ Owner's Contract No.: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
Engineer: \_\_\_\_\_ Engineer's Project No.: \_\_\_\_\_  
Project: \_\_\_\_\_ Contract Name: \_\_\_\_\_  
\_\_\_\_\_ Effective Date of Contract: \_\_\_\_\_

**TO CONTRACTOR:**

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on \_\_\_\_\_, 20\_\_.

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

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

Owner: \_\_\_\_\_  
\_\_\_\_\_  
Authorized Signature  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Issued: \_\_\_\_\_

Copy: Barge Design Solutions, Inc.

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CONTRACTOR (name and address):

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

OWNER (name and address):

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (name and location): Terrell Heights Storm Sewer Improvements Phase 1

BOND

Bond Number:

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

Amount:

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

CONTRACTOR AS PRINCIPAL

SURETY

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

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

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

Performance Bond

---

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.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after Owner terminates for cause in accordance with General Conditions Paragraph 16.02.
4. Failure on the part of the Owner to comply with the notice requirement in General Conditions Paragraph 16.02 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    - 5.1.1 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
    - 5.1.2 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 5.1, 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. 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
  - 7.3 liquidated damages caused by delayed performance or non-performance of the Contractor.
8. Deleted.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Definitions
  - 14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
  - 14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.



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CONTRACTOR (name and address):

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

OWNER (name and address):

City of Cartersville  
1 N Erwin Street  
Cartersville, GA 30120

CONSTRUCTION CONTRACT

Effective Date of the Agreement: \_\_\_\_\_

Amount:

Description (name and location): Terrell Heights Storm Sewer Improvements Phase 1

BOND

Bond Number:

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

Amount:

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

CONTRACTOR AS PRINCIPAL

SURETY

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

Contractor's Name and Corporate Seal

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

Surety's Name and Corporate Seal

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

Signature

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

Signature (attach power of attorney)

\_\_\_\_\_

Print Name

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

\_\_\_\_\_

Title

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

Signature

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

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Title

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

---

 Payment Bond

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

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
- 16.1 **Claim:** A written statement by the Claimant including at a minimum:
1. The name of the Claimant;
  2. The name of the person for whom the labor was done, or materials or equipment furnished;
  3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
  4. A brief description of the labor, materials, or equipment furnished;
  5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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Special Assurances for Utility Contract Work Within Public Right-of-Way

Project Identification: \_\_\_\_\_

Contract Identification: \_\_\_\_\_

All work under this Contract which is to be performed on public right-of-way under control and permit of the Georgia Department of Transportation shall be done in compliance with the terms and conditions of the Department's permit, including its utility installation standards and specifications. The Department shall have the right to inspect the work and to require any action necessary to correct all deviations from said terms and conditions.

The Contractor agrees that the Georgia Department of Transportation shall not be held liable for any extra expense or damages to the Contractor as a result of the requirement for compliance with the Department's standards and specifications or any corrective action which the Department may order in enforcement thereof.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Contractor's Authorized Representative

END OF SECTION





**Contractor's Application for Payment No.**

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

**Application For Payment  
Change Order Summary**

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

**Contractor's Certification**

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

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

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

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

---

**Contractor Signature**

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

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

is recommended by: \_\_\_\_\_ (Date) \_\_\_\_\_  
(Engineer)

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

is approved by: \_\_\_\_\_ (Date) \_\_\_\_\_  
(Owner)

Approved by: \_\_\_\_\_ (Date) \_\_\_\_\_  
Funding or Financing Entity (if applicable)



**Progress Estimate - Unit Price Work**

**Contractor's Application**

For (Contract):						Application Number:						
Application Period:						Application Date:						
A						B	C	D	E		F	
Item			Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)							
<b>Totals</b>												

# Stored Material Summary

# Contractor's Application

For (Contract):								Application Number:			
Application Period:								Application Date:			
Bid Item No.	A Supplier Invoice No.	B Submittal No. (with Specification Section No.)	Storage Location	C Description of Materials or Equipment Stored	D		E Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	F		G Materials Remaining in Storage (\$) (D + E - F)
					Stored Previously				Incorporated in Work		
					Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/Year)	Amount (\$)	
				<b>Totals</b>							



**Contractor's Application for Payment No.**

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

**Application For Payment  
Change Order Summary**

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

**Contractor's Certification**

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

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

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

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

**Contractor Signature**

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

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

is recommended by: \_\_\_\_\_ (Engineer) \_\_\_\_\_ (Date)

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

is approved by: \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

Approved by: \_\_\_\_\_ (Date)  
Funding or Financing Entity (if applicable)

**Progress Estimate - Lump Sum Work**

**Contractor's Application**

For (Contract):					Application Number:			
Application Period:					Application Date:			
			Work Completed		E	F		G
	A	B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period				
		<b>Totals</b>						

**Progress Estimate - Unit Price Work**

**Contractor's Application**

For (Contract):						Application Number:					
Application Period:						Application Date:					
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
<b>Totals</b>											

# Stored Material Summary

# Contractor's Application

For (Contract):								Application Number:				
Application Period:								Application Date:				
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Stored Previously		Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)	
					Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/Year)	Amount (\$)		
				<b>Totals</b>								



Section 00 63 63  
Change Order Form

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

Date of Issuance:	Effective Date:
Owner:	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project:	Contract Name:

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

Description:

Attachments: *[List documents supporting change]*

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

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

Approved by Funding Agency (if applicable)

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

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Certificate of Substantial Completion

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

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

- All Work  The following specified portions of the Work:

**Date of Substantial Completion**

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

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

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

Amendments to Owner's responsibilities:  None  
 As follows

Amendments to Contractor's responsibilities:  None  
 As follows:

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

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.

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

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OF THE CONSTRUCTION CONTRACT**

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



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CONSTRUCTION CONTRACT

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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. 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 which is evidence of the agreement between Owner and Contractor covering the Work.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
  5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
  7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
  8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
  9. *Change Order*—A document recommended by Engineer 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, issued on or after the Effective Date of the Agreement.
  10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
  11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
  12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.

16.1 Designer - The individual or entity named as such in the Agreement, if a different person or entity from Engineer.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined. The term Drawings shall be considered synonymous with the term Plans.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 01 of the Specifications. The General Requirements are applicable to all Sections of the Specifications and to the entire Work.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

25.1 Liquidated Damages – amounts shall be as stipulated in the Agreement. Liquidated damages shall apply to the Contract Times for the Project. Liquidated Damages shall be both additive and cumulative. Liquidated Damages shall end upon Substantial Completion, Completion of the Work associated with each Milestone Date, and upon final completion of the Work. Liquidated damages are not a penalty, but constitute liquidated damages for loss

to the Owner because of increases in expenses for administration, legal counsel, accounting, engineering, construction supervision, inspection, and any other expenses incurred directly as a result of the delay of the Contractor in completing the work. This provision for liquidated damages shall be effective between the parties ipso facto without necessity for demand or putting in default by any notice or other means than by the terms of these Contract Documents, the Contractor hereby waiving any such other notice of default and acknowledging that the Contractor shall be deemed to be in default by the mere act of his failure to complete the work within the Contract Time, or within any valid extension of such time hereunder.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given 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 under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed. The Owner may designate an authorized representative to exercise the authority, in whole or in part, identified in these contract Documents, with such designation being identified in the Supplementary Conditions.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in ~~the~~ its table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *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.
40. *Shop Drawings*—All drawings, diagrams, illustrations, [brochures](#), schedules, [specified design related submittals](#), and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work [that will be fabricated or installed. Shop drawings may also mean detail drawings, working drawings, construction drawings, and engineering data.](#)
41. *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 for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *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 at the Site.
44. *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 [to provide the following: \(i\) the Owner full time, uninterrupted, continuous operation of the work; and \(ii\) all required functional, performance, and operational or startup testing has been successfully demonstrated for all components, devices, equipment, and systems to the satisfaction of the Engineer in accordance with the requirements of the Specifications; and \(iii\) all required inspections and other work necessary for the Engineer to certify "substantially complete" have been completed.](#) ~~so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended.~~ The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
- [44.1 Submittals – All administrative documents, Shop Drawings, Samples, product data, manufacturer's literature, quality control documents, design related documents, record documents, contract close-out documents, and/or any other specified document prepared or assembled by or for Contractor and submitted by Contractor to the Owner and/or Engineer.](#)
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *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, materials, tools, equipment, incidentals, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

## 1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.
  2. Where the word “similar” occurs in the Contract Document, it shall have a general meaning and not be interpreted as being identical, and all details shall be worked out in relation to their location and their connection with other parts of the Work.

C. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*:

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - a. does not conform to the Contract Documents; or
  - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide*:

- 1, The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 – PRELIMINARY MATTERS

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

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance*: Before any Work at the Site is started, Contractor ~~and Owner~~ shall ~~each~~ deliver to the ~~Owner~~~~other~~, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which ~~Owner~~~~either of them~~



or any additional insured may reasonably request) which Contractor ~~is and Owner respectively~~ ~~are~~ required to purchase and maintain in accordance with Article 5.

## 2.02 Copies of Documents

- A. Owner ~~shall will~~ furnish to Contractor up to ~~ten-four~~ printed or hard copies of the ~~Drawings and Project Manual~~ Contract Documents and one counterpart of the executed Contract Agreement. Additional copies will be furnished upon request at the cost of reproduction.

## 2.03 Commencement of Contract Times; Notice to Proceed

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

## 2.04 Starting the Work

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

## 2.05 Before Starting Construction

- A. *Preliminary Schedules:* Within 10 days after the ~~Commencement of the Contract Time~~ Effective Date of the Agreement (unless otherwise specified in the General Requirements), 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 Documents;
  2. a preliminary Schedule of Submittals; which indicates each required Submittal and the dates for submitting, time for reviewing and processing each Submittal (periodic Submittals may be listed by a common monthly date); and
  3. a preliminary Schedule of Values for all of the Work in a format acceptable to the Engineer and in accordance with the requirements specified in the General Requirements, 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.

## 2.06 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 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, 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 instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

## 2.07 Initial Acceptance of Schedules

- A. ~~At least 10 days before submission of the first Application for Payment a~~ **Not more than ten days after the preconstruction conference**, a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer as being the Contractor's schedule for the 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. The Progress Schedule may subsequently be adjusted in accordance with Paragraph 6.04 and applicable provisions of the General Requirements.
  2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals. The Schedule of Submittals may subsequently be adjusted in accordance with Paragraph 6.04 and applicable provisions of the General Requirements.
  3. Contractor's Schedule of Values will be acceptable to the Engineer as to form and substance if it is provided in accordance with the General Requirements. ~~provides a reasonable allocation of the Contract Price to component parts of the Work.~~

## ARTICLE 3 – CONTRACT DOCUMENTS; INTENT, AMENDING, REUSE

### 3.01 Intent

- A. The individual components of the Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.
- D. Each and every clause or other provision required by law to be inserted in these Contract Documents shall be deemed to be inserted herein, and they shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or if not correctly inserted, then upon the application of either party, the Contract Documents shall forthwith be amended to make such insertion.

- E. “Imperative” or “Command” type language is used in the Contract Documents. This command language refers to and is directed to the Contractor.
- F. Emphasis, such as italics, underlining, bold text or quotes, may have been used throughout the Contract Documents. Use of emphasis shall not change the meaning of the term emphasized.

### 3.02 Reference Standards

#### A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement 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, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.
3. All sections of governing standard specifications relating to measurement and payment shall not apply to the work specified herein.

### 3.03 Reporting and Resolving Discrepancies

#### A. Reporting Discrepancies:

1. *Contractor’s Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor’s Review of Contract Documents During Performance of Work:* If, 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) any standard, specification, manual, or code, or (c) 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 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
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 or reasonably should have known thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
  - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); 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).
  
2. In resolving inconsistencies within the Contract Documents, precedence shall be given in the following descending order:
  - a. Change Orders, with latest Change Order taking precedent over preceding Change Orders
  - b. Work Change Directives
  - c. Field Orders
  - d. Engineer's written interpretations and clarifications
  - e. Notice to Proceed
  - f. Addenda
  - g. Contract Agreement
  - h. Supplementary Conditions
  - i. General Conditions
  - j. Specifications
  - k. Drawings
    1. Schedules on Drawings
    2. Notes on Drawings
    3. Details on Drawings
    4. Large Scale Drawings
    5. Small Scale Drawings
    6. Dimensions given as Figures

## 7. Scaled Dimensions

### I. Bidding Requirements

#### 3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
  - 1. A Field Order; or
  - ~~2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or~~
  - ~~3. Engineer's written interpretation or clarification.~~

#### 3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
  - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
  - 2. 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.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

#### 3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

### 3.07 Contract Times

- A. All Contract Times and time limits stated in the Contract Documents are of the essence of the Agreement.
- B. The Contractor shall proceed with the Work at a rate of progress which will ensure completion within the Contract Times.
- C. It is expressly understood and agreed by and between the Contractor and the Owner, that the Contract Times for the Work described herein are reasonable time, taking into consideration the average climatic and economic conditions, and other factors prevailing in the locality of the Work.
- D. If the Contractor shall fail to perform the Work required within the Contract Times, or extended Contract Times if authorized by Change Order, then the Contractor shall pay to the Owner the full amount of liquidated damages specified in the Contract Documents for each calendar day that the Contractor shall be in default after the Contract Times stipulated in the Contract Documents.

## **ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

### 4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- 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 the Work is to be performed 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.

### 4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  - 1. those reports ~~known to Owner~~ of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by the Engineer in preparing the Contract Documents; -and

2. those drawings ~~known to Owner~~ of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities that have been utilized by the Engineer in preparing the Contract Documents).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

#### 4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will may be equitably adjusted to the extent that the existence of such differing subsurface or physical condition 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 meet any one or more of the categories described in Paragraph 4.03.A; and
  - 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 Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
  - a. Contractor knew or should have known of the existence of such conditions at the time Contractor made a final 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
  - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
  - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.

#### 4.04 *Underground Facilities*

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
  1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
  2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
    - a. reviewing and checking all such information and data;
    - b. locating all Underground Facilities shown or indicated in the Contract Documents;
    - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and



- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, 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 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Field Order, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall/may be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

D. The dimensions and descriptions given on the Drawings for adjacent work by others, if any, (including any existing facilities or utilities previously constructed for Owner) are based on the design drawings and not as-built drawings. Prior to commencing the Work, the Contractor shall verify all as-built conditions and information whenever existing facilities or utilities may impact the Work. Failure of Contractor to so verify all as-built conditions prior to commencing the Work shall bar Contractor from later seeking additional compensation for conflicts with existing facilities or utilities.

E. Prior to the construction or installation of any proposed facility or pipeline, the Contractor shall expose all existing utilities true to their vertical and horizontal location, within the vicinity of the Work. In order to avoid conflicts between existing and proposed facilities or utilities, the Contractor shall either relocate the existing or proposed utility on a temporary or permanent basis, or shall take whatever means necessary to protect the existing facilities or utilities during the installation of proposed utilities, as approved by the Engineer. No additional payment will be made for the relocation of existing utilities or for any work associated with the protection of existing facilities or utilities.

#### 4.05 *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.

- B. Engineer may check the lines, elevations, and reference marks set by Contractor, and Contractor shall correct any errors disclosed by such check. Such a check shall not be considered as approval of Contractor's work and shall not relieve Contractor of the responsibility for accurate construction of the entire Work. Contractor shall furnish personnel to assist Engineer in checking lines and grades.
- C. The Contractor shall review the Contract Documents and the Project site to determine the presence and location of any property or rights-of-way monuments or markers, and to assess the possibility of disruption to these monuments or markers. It will be the Contractor's responsibility to flag, erect guard post, or provide offset references for the protection or the re-monumentation of these property or rights-of-way monuments or markers. In the event these monuments or markers are covered over or disturbed, it will be the Contractor's responsibility to employ a surveyor licensed in the state of that the Project is located to re-establish those monuments or markers of property or rights-of-way, which were present prior to Work on the Project.
- D. It shall be the Contractor's responsibility to verify all reference points shown on the Contract Documents prior to beginning Work on the site. This verification shall be conducted by professionally qualified personnel in a manner which will verify the accuracy of the information shown in the Contract Documents. On projects which involve the connection to, or additions to existing structures, the elevations of these existing structures shall also be verified. Any findings which differ from those shown on the Contract Documents shall be submitted in writing to the Engineer for resolution.
- E. Additional surveys necessary for the construction staking shall be performed by the Contractor, the cost of which shall be incorporated into the appropriate items of Work. On projects in which payment is classified by depth of cut, the construction staking shall be performed in a manner that will allow for the determination of cut classification.

#### 4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
  - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  - 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) 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 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. 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 issue a Work Change Directive or Change Order as appropriate regarding said condition. ~~order the portion of the Work that is in the area affected by such condition to be deleted from the Work.~~ If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner’s own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence.

- H. 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 a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 5 – BONDS AND INSURANCE

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

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment ~~becomes due~~ is made by the Owner or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

### 5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as ~~may be provided~~ below in the Supplementary Conditions.

1. Surety shall be in good standing with the agency having jurisdiction over sureties and insurance companies for the state in which the Project is located.
2. Surety and Insurers must have an A.M. Best Financial Strength Rating of A or higher, with a Financial Size Category of X or higher.
3. The surety shall have an underwriting limitation in Circular 570 in excess of the Contract Amount.
4. No surety will be accepted who is now in default or delinquent on any bond.

### 5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. ~~Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.~~
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

### 5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
  1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
  2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
  3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by ~~reasonably~~ available personal injury liability coverage which are sustained:
    - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
    - b. by any other person for any other reason;
  5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
  6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
  2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
  3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
  4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
  5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
  6. include completed operations coverage:
    - a. Such insurance shall remain in effect for two years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

#### 5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

#### 5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, ~~Owner~~Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof ~~(subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations)~~. This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
5. allow for partial utilization of the Work by Owner;
6. include testing and startup; and
7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

~~B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.~~

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal

refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

~~D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.~~

~~E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.~~

## 5.07 Waiver of Rights

A. Owner and Contractor intend that all policies purchased in accordance with Paragraphs 5.04 and 5.06 by Contractor will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. ~~Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused.~~ None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by ~~Owner~~Contractor as trustee or otherwise payable under any policy so issued.

~~B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:~~

~~1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and~~

~~2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.~~



~~C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.~~

#### 5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner ~~as fiduciary~~ for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner ~~as fiduciary~~ shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner ~~as fiduciary~~ shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner ~~as fiduciary~~ shall adjust and settle the loss with the insurers, ~~and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.~~

#### 5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If ~~either~~ Owner ~~or Contractor~~ has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by ~~the other party~~ Contractor in accordance with this Article 5 on the basis of non-conformance its not complying with the Contract Documents, the objecting party shall so Owner will notify the other party Contractor in writing thereof within 10 days after receipt of the certificates (or other evidence requested) required by the date of delivery of such certificate to Owner in accordance with Paragraph 2.01.B. ~~Owner and Contractor shall each provide to the other such additional information in respect of insurance provided by Contractor as the other Owner may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, 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. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.~~

#### 5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner ~~chooses~~ finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

## ARTICLE 6 –CONTRACTOR’S RESPONSIBILITIES

### 6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, provide quality control, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Any method of work suggested by the Owner or Engineer, but not specified, shall be used at the risk and responsibility of the Contractor; and the Owner and Engineer will assume no responsibility therefore. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. Contractor shall also designate, in writing, a representative, hereinafter referred to as Project Manager, assigned to the Project on a full-time basis during execution of the Work who shall have the authority to act on behalf of Contractor, including executing the orders or directions of the Engineer without delay. This Superintendent and/or Project Manager shall have full authority to promptly supply products, tools, plant equipment, and labor as may be required to diligently prosecute the Work. All communications given to or received from the Superintendent and/or the Project Manager shall be binding on Contractor.
- C. If at any time during the Project the Superintendent or Project Manager leaves the Project site while Work is in progress, Engineer shall be notified and provided with the name of Contractor’s representative having responsible charge.
- D. Contractor shall also designate the person responsible for Contractor’s quality control while Work is in progress. Engineer shall be notified in writing prior to any change in quality control representative assignment.
- E. Prior to the Commencement of the Contract Time, Contractor shall furnish to the Owner and Engineer the names, resumes, 24 hour contact information and other relevant information associated with the Project Manager and the Superintendent that are to be assigned to this project. The Project Manager and Superintendent must be acceptable to the Owner and Engineer.

### 6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, skilled, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site. Contractor shall, upon demand from the Engineer, immediately remove any manager, superintendent, foreman or workman whom the Engineer or Owner may consider incompetent or undesirable.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

- C. Regular working hours may be Monday through Friday, excluding holidays, occurring between the hours of 7:00 AM and 7:00 PM, unless restricted otherwise. Contractor shall establish regular scheduled work times, e.g., four 10-hour days, five 8-hour days, or five 10-hour days within the hours and days allowed above. Approval for specific work outside regular scheduled work times shall be requested no less than 48 hours prior to the requested work period. Contractor shall request approval of changes in regular scheduled work times no less than one week prior to the desired change. Occasional unscheduled overtime on weekdays may be permitted provided reasonable notice is given to Engineer. Night work will not be established as a regular procedure, excluding emergencies, except with written permission. Such permission, if granted, shall be upon such terms and conditions deemed appropriate in the Engineer's sole discretion.
- D. Contractor shall pay all extra costs incurred by the Owner associated with work, outside of normal working hours, including additional support services, inspection services, testing services, utilities or other applicable costs. The cost associated with the Owner's inspection overtime will be the amounts as provided in the Supplementary Conditions per hour per individual, depending upon individuals assigned to the Project, the type of work being inspected, and the date of the invoice; i.e., allowing for salary escalation. Contractor will not be responsible for extra costs associated with inspection overtime for work in excess of 40 hours per week when such overtime work is explicitly required by the Contract Documents.
- E. Except in the case of emergencies or other unusual circumstances, no work shall be permitted on the project on Sunday.
- F. The Engineer will determine to what extent extraordinary onsite personnel work is required during Contractor's overtime work or working hours outside regular scheduled work hours.
- G. During unfavorable weather, wet ground, or other unsuitable construction conditions, the Contractor shall confine his operations to work which will not be affected adversely thereby. No portion of the work shall be constructed under conditions which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by the Contractor to perform the work in a proper and satisfactory manner.

### 6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, quality control, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified ~~or, and if not specified,~~ shall be of good quality, and new and unused, except as otherwise provided in the Contract Documents and shall be installed in an undamaged condition. All products provided on this Project shall be products currently manufactured by the manufacturer, i.e., products shall not be discontinued or out-of-date products nor shall they be of the last production run of the product. Contractor shall incorporate the previous sentence in any contract or agreement between Contractor and subcontractor or supplier supplying products provided on this Project. All special warranties and guarantees required by the ~~Specifications~~ Contract Documents shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.
- D. Without limiting the responsibility or liability of the Contractor pursuant to this agreement, all warranties given by manufacturers on materials or equipment incorporated in the work are hereby assigned by the Contractor to the Owner. Such assignment shall be effective upon completion of Contractor's warranty period. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the Owner. All such warranties shall be directly enforceable by the Owner. Such assignment shall in no way affect the Contractor's responsibilities and duties during the warranty period.
- E. Wherever a stock size of manufactured item or piece of equipment is specified by its nominal size, it shall be the responsibility of the Contractor to determine the actual space requirements for setting and for entrance to the setting space and to make all necessary allowances and adjustments therefor in his work without additional cost to the Owner.
- F. Equipment and Construction Plant. All equipment and construction plant shall be suitable to produce the quality of work and materials required for the satisfactory completion of the work within the Contract Time and shall be satisfactory to the Engineer. The Contractor shall provide adequate and suitable equipment and construction plant to meet the requirements of the work as specified in these Contract Documents. The Contractor shall remove unsuitable equipment from the site of the work when ordered to do so by the Engineer. The Contractor shall obtain written permission from the Owner prior to constructing temporary buildings or other structures on land owned or leased by the Owner. If permission is granted, said buildings or other structures shall comply with all applicable regulations regarding their construction and maintenance and shall be satisfactory to the Owner.

#### 6.04 *Progress Schedule*

- A. Contractor shall provide all resources, labor, materials, equipment, services, etc. necessary to adhere to the Progress Schedule established in accordance with Paragraph 2.07 and the General Requirements 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 2.07) proposed adjustments in and the General Requirements) an updated the Progress Schedule that will not result in changing the Contract Times and an updated Schedule of Submittals with each partial payment request, but no less than monthly. Contractor's failure to provide acceptable updated Progress Schedule and Schedule of Submittals will delay processing of the pay request until receipt of the acceptable updated Progress Schedule and/or an updated Schedule of Submittals. Such adjustments will updates and adjustments shall comply with any provisions of the General Requirements applicable thereto.
  2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.
  3. Number of anticipated days associated with weather conditions, as defined in the General Requirements, shall be included on the critical path of Project Schedule.
- B. The Contractor shall implement the detailed schedule of activities to the fullest extent possible between Project Coordination Meetings.

- C. The Contractor shall prepare its daily report by 10:00 a.m. of the day following the report date. This daily report will contain, as a minimum, the weather conditions; number of workers by craft, including supervision and management personnel on site; active and inactive equipment on site; work accomplished by schedule activity item; problems; and visitors to the jobsite.
- D. If a current activity or series of activities on the overall project schedule is behind schedule and if the late status is not due to an excusable delay for which a time extension would be forthcoming, the Contractor shall attempt to reschedule the activity to be consistent with the overall Project schedule so as not to delay any of the Contract milestones. The Contractor agrees that:
1. The Contractor shall attempt to expedite the activity completion so as to have it agree with the overall progress schedule. Such measures as the Contractor may choose shall be made explicit during the Project Coordination Meeting.
  2. If, within two weeks of identification of such behind-schedule activity, the Contractor is not successful in restoring the activity to an on schedule status, the Contractor shall:
    - a. Carry out the activity with the scheduled crew on an overtime basis until the activity is complete or back on schedule.
    - b. Increase the crew size or add shifts so the activity can be completed as scheduled.
    - c. Commit to overtime or increased crew sizes for subsequent activities, or some combination of the above as deemed suitable by the Engineer.
  3. These actions shall be taken at no increase in the Contract amount.
- E. The Contractor shall maintain a current copy of all construction schedules on prominent display in the Contractor's field office at the Project site.
- F. The Contractor shall cooperate with the Owner and Engineer in all aspects of the Project scheduling system. Failure to implement the Project scheduling system or to provide specified schedules, diagrams and reports, or to implement actions to re-establish progress consistent with the overall progress schedule may be causes for withholding of payment.
- G. If the Progress Schedule reflects a completion date prior to the completion date established by the Agreement, this shall afford no basis to claim for delay should Contractor not complete the Work prior to the projected completion date. Instead, all "float" between the completion date in Contractor's schedule and the completion date established in the Agreement shall belong to and is available to the Contractor and the Owner.

#### 6.05 *Substitutes and "Or-Equals"*

- A. See General Requirements.——Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description 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 or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

~~1. “Or-Equal” Items: If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:~~

~~a. in the exercise of reasonable judgment Engineer determines that:~~

- ~~1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;~~
- ~~2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and~~
- ~~3) it has a proven record of performance and availability of responsive service.~~

~~b. Contractor certifies that, if approved and incorporated into the Work:~~

- ~~1) there will be no increase in cost to the Owner or increase in Contract Times; and~~
- ~~2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.~~

~~2. Substitute Items:~~

~~a. If in Engineer’s sole discretion an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.~~

~~b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.~~

~~c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.~~

~~d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:~~

~~1) shall certify that the proposed substitute item will:~~

- ~~a) perform adequately the functions and achieve the results called for by the general design;~~
- ~~b) be similar in substance to that specified, and~~
- ~~c) be suited to the same use as that specified;~~

~~2) will state:~~

- ~~a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;~~
- ~~b) 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~~
- ~~c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;~~
- ~~3) will identify:~~
  - ~~a) all variations of the proposed substitute item from that specified, and~~
  - ~~b) available engineering, sales, maintenance, repair, and replacement services; and~~
- ~~4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.~~
- ~~B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.~~
- ~~C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.~~
- ~~D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.~~
- ~~E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. 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.~~
- ~~F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or equal" at Contractor's expense.~~

## 6.06 Concerning Subcontractors, Suppliers, and Others

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Acceptance of any Subcontractor, other person or organization by Owner shall not constitute a waiver of any right of Owner to reject defective Work. Contractor shall not be required to employ any Subcontractor, ~~Supplier,~~ or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, ~~and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued.~~ No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
  2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade. Such arrangement shall not operate to make the Engineer or the Owner an arbitrator to establish subcontract limits between Contractor and Subcontractor.
- G. All Work performed for Contractor by a Subcontractor or Supplier ~~will~~shall be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. ~~Whenever any such agreement is with a~~



~~Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.~~

H. Owner or Engineer may furnish to any Subcontractor, Supplier or other person or organization, to the extent practicable, information about amounts paid on their behalf to Contractor in accordance with Contractor's Applications for Payment.

I. Specialty Subcontractors: Contractor shall utilize the services of Specialty Subcontractors on those parts of the Work which is declared as specialty work in Specifications and which, under normal contracting practices, is best performed by Specialty Subcontractors, as required by the Engineer in Engineer's sole discretion, at no additional cost to the Owner. If Contractor desires to self-perform specialty work, Contractor shall submit a request to the Owner, accompanied by evidence that Contractor's own organization has successfully performed the type of work in question, is presently competent to perform the type of work, and the performance of the work by Specialty Subcontractors will result in materially increased costs or inordinate delays.

J. The Contractor shall perform a minimum of 20 percent of the onsite labor with its own employees.

#### 6.07 *Patent Fees and Royalties*

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

use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents

#### 6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction ~~permits and licenses~~ temporary permits and licenses, necessary and incidental to the due and lawful prosecution of the work, including all permits on any part of the Work as required by law in connection with the Work. Owner ~~shall~~ will assist Contractor, when required by the permitting agency 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 opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear 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. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times, or both. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.
- D. It is understood and agreed that the Contractor shall be familiar with and shall observe and comply with, all Federal, State, County, and local laws, codes, ordinances, regulations, orders, and decrees, including air and water pollution and noise abatement regulations, existing, or enacted subsequent to the execution of the Contract, that in any manner affect those engaged or employed in the work, or the materials or equipment used in the work, or which in any way affect the conduct of the work. The Contractor shall strictly observe all applicable laws and regulations as to public safety, health and sanitation. No pleas of misunderstanding or ignorance on the part of the Contractor will in any way serve to modify or mitigate the provisions of these Contract Documents. The Contractor and his Surety shall indemnify and save harmless the Owner and the Engineer and all their officers, agents, and servants against any claim or liability arising from, or based on the violation of, any such law, code, ordinance, regulation, order or decree, whether by himself, his agents or his employees.
- F. Where professional engineering and/or architectural services are required in connection with any of the components required by the Contract, all Bidders and component suppliers must make certain that there is full compliance with all applicable laws of the state in which the Project is

located and any other state governing professional engineering and/or architecture. The Owner and Engineer do not warrant that any entity listed as an acceptable manufacturer is or will be in compliance with such laws.

G. Any fines levied against the Owner for failure of Contractor to properly maintain required NPDES erosion and sediment control measures or any other related requirements will be deducted as set-offs from payments due Contractor.

#### 6.10 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.

#### 6.11 Use of Site and Other Areas

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. 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 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 by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site 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 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 property to stresses or pressures that will endanger it.

## 6.12 Record Documents

- A. Contractor shall maintain in a safe place at the Site Record Documents as specified in the General Requirements ~~one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference.~~ Upon completion of the Work, these record documents, Samples, and Shop Drawings will shall be delivered to Engineer for Owner.

## 6.13 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. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent pollution of or 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, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. The property, improvements or facilities at the site shall be replaced or restored to a condition as good as when Contractor entered upon the Site. In case of failure on the part of Contractor to restore such property, or make good such damages or injury, the Owner may, after 48 hours written notice, or sooner in the case of an emergency, proceed to repair, rebuild, or otherwise restore such property, improvements or facilities as may be deemed necessary. The cost thereof will be deducted from any monies due or which may become due Contractor under this Contract.

H. Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be 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.

I. The Contractor shall give due notice to any controlling person, department, or public service company, prior to adjusting items to grade and shall be held strictly liable to the Owner if any such items are disturbed, damaged or covered up during the course of the work.

J. Fire hydrants on or adjacent to the work shall be kept accessible to the fire-fighting apparatus at all times, and no material or obstruction shall be placed within 10 feet of any hydrant. Adjacent premises must be given access, as far as practicable, and obstruction of sewer inlets, gutters and ditches will not be permitted.

K. Public Safety and Convenience

1. The Contractor shall conduct his operations in a manner that will offer the least possible obstruction and inconvenience to the public and he shall not have under construction an amount of work greater than he can prosecute properly with due regard to the rights of the public.

2. Construction operations shall be conducted in a manner that will cause as little inconvenience as possible to abutting property owners. Convenient access to driveways, houses, buildings or other facilities in the vicinity of the work shall be maintained and temporary access facilities for public roadways shall be provided and maintained in satisfactory condition.

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

B. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards, including sufficient lights and danger signals on or near the work; it shall erect suitable railings, barricades, covers, or other protective devices about unfinished work, open trenches, holes, embankments or other hazards and obstructions; where hazards to workmen or the public exist. The Contractor shall provide, at all times, all necessary watchmen on the project, for the safety of employees, delivery personnel, and the general public, and to diligently guard and protect all work and materials, including Owner-furnished equipment. Construction equipment shall be suitably night-marked and lighted as necessary for safety considerations.

#### 6.16 Emergencies

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

#### 6.17 ~~Shop Drawings~~ and Samples and Other Submittals

A. Contractor shall submit ~~Shop Drawings and Samples~~Submittals to Engineer for review and approval in accordance with the accepted or adjusted Schedule of Submittals (as required by Paragraph 2.07). Each submittal ~~will~~shall be identified as Engineer may require.

##### 1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings ~~will~~shall 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 6.17.D.

##### 2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. 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 6.17.D.

B. Where ~~a Shop Drawing or Sample~~any Submittal 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. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
  - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
  - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each Shop Drawing and Sample submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
  3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

*D. Engineer's Review:*

1. Engineer will return as incomplete or will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval or disapproval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval or disapproval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written ~~notation~~Field Order thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.
4. Review by the Owner or Engineer of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefor, and such review shall not be considered as an assumption of any risk or liability by the Owner or Engineer, or any officer.

agent, or employee thereof. The Contractor shall have no claim on account of the failure or inefficiency of any plan or method so reviewed.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

F. Excessive Submittal Resubmission: Engineer will record time required by Engineer for excessive Submittal review occasioned by Contractor's resubmission, in excess of two resubmissions of any required Submittal, caused by unverified, unchecked or unreviewed, incomplete, inaccurate or erroneous, or nonconforming Submittals. Upon receipt of Engineer's accounting of time and costs, Contractor will reimburse Owner for the charges of Engineer's review for excessive resubmissions through set-offs from the recommended Owner payments to Contractor as established in Paragraph 14.02.D. of these General Conditions.

G. In the event that Contractor provided a submittal for a previously approved item, whether such is as a substitution or in addition to the previously approved item, Contractor shall reimburse Owner for Engineer's charges for such time as may be required to perform all reviews of the substitute item, unless the change is specifically requested by the Owner.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:



1. observations by Engineer;
2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a ~~Shop Drawing or Sample s~~Submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

#### 6.20 Indemnification and Liability

- A. It is understood and agreed that the Contractor shall be deemed and considered an independent contractor in respect to the work covered by these Contract Documents, and shall assume all risks and responsibility for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to work caused by acts of God, acts of public enemy, quarantine restrictions, general strikes throughout the trade, or freight embargoes not caused or participated in by the Contractor. The Contractor shall have charge and control of the entire work until completion and final acceptance of the work by the Owner. 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 performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity .
- 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 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor ~~under Paragraph 6.20.A~~ shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the negligent preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  2. negligently giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
- D. Contractor, Subcontractors, Suppliers and others on the Project, or their sureties, shall maintain no direct action against the Engineer, their officers, employees, affiliated corporations, consultants, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the Owner will be the beneficiary of any undertaking by the Engineer.
- E. Defense of Suits: In case any action in court is brought against the Owner or the Engineer, or any officer, agent or employee of any of them, for the failure, omission, or neglect of the Contractor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the Contractor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material-men, or suppliers, the Contractor shall indemnify, defend and save harmless the Owner and the Engineer and their officers, agents and employees, from all losses, damages, costs, expenses (including attorneys' fees), judgments, or decrees arising out of such action.

#### 6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

## 6.22 Project Coordination Meetings

- A. The Contractor shall participate in Project Coordination Meetings to be held on the site monthly, or more often if conditions warrant, to establish the current state of completion and revise the schedule as necessary. The Project Coordination Meeting will be conducted by the Owner and/or the Engineer.

## **ARTICLE 7 – OTHER WORK AT THE SITE**

### 7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
  - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
  - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times or both that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. 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. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, 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.

### 7.02 *Coordination*

- A. If Owner ~~intends to~~ contracts with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
  2. the specific matters to be covered by such authority and responsibility will be itemized; and
  3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination with other contractors.

### 7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

### 7.04 Claims Between Contractors

- A. Should Contractor cause damage to the work or property of any separate contractor at the site, or should any claim arising out of Contractor's performance of the work at the site be made by any separate contractor against Contractor, Owner, Engineer, or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by mediation, arbitration, or at law.
- B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold Owner, Engineer, and the officers, directors, employees, agents, and other consultants of each and any of them harmless 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 directly, indirectly or consequentially out of or resulting from any action, legal or equitable, brought by any separate contractor against Owner, Engineer, or the officers, directors, employees, agents, and other consultants of each and any of them to the extent based on a claim arising out of Contractor's performance of the Work. Should a separate contractor cause damage to the Work or property of Contractor or should the performance of work by any separate contractor at the site give rise to any other claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, or the officers, directors, employees, agents, and other consultants of each and any of them or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any mediator or arbitrator which seeks to impose liability on or to recover damages from Owner, Engineer, or the officers, directors, employees, agents, or other consultants of each and any of them on account of any such damage or claim.
- C. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable hereto, Contractor may make a claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, and/or Engineer and the officers, directors, employees,

agents, or other consultants of each and any of them for any delay, disruption, interference or hindrance caused by any separate contractor. This Paragraph does not prevent recovery from Owner, Engineer, and/or Designer for activities that are their respective responsibilities.

## **ARTICLE 8 – OWNER’S RESPONSIBILITIES**

### **8.01 *Communications to Contractor***

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

### **8.02 *Replacement of Engineer***

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer ~~to whom Contractor makes no reasonable objection,~~ whose status under the Contract Documents shall be that of the former Engineer.

### **8.03 *Furnish Data***

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

### **8.04 *Pay When Due***

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

### **8.05 *Lands and Easements; Reports and Tests***

- A. Owner’s duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

### **8.06 *Insurance***

- A. Owner’s ~~shall not have any~~ responsibilities, ~~if any,~~ with respect to purchasing and maintaining liability and property insurance ~~are set forth in Article 5.~~

### **8.07 *Change Orders***

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

### **8.08 *Inspections, Tests, and Approvals***

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

### **8.09 *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.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- 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 pursuant to Paragraph 6.13.D.

**ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION**

9.01 *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 Documents.

9.02 *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 9.09. 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.

### 9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work, but will not be on-site at all hours the Work is in progress. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

### 9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which 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. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

### 9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

### 9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

### 9.07 *Determinations for Unit Price Work*

- A. Engineer will have authority to determine the actual quantities and classifications of Unit Price Work performed by Contractor. If Engineer exercises such authority, Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written

decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

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

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and initial judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.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, except that Owner shall determine whether bonds, certificates of insurance and release of liens comply with the Contract Documents.

- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

#### 9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

### **ARTICLE 10 – CHANGES IN THE WORK; CLAIMS**

#### 10.01 *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 by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

1. Owner may, in anticipation of possibly ordering an addition, deletion or revision to the Work, request Contractor to prepare a proposal of cost and times to perform Owner's contemplated changes in the Work. Contractor's written proposal shall be transmitted to the Engineer promptly, but not later than fourteen days after Contractor's receipt of Owner's written request and shall remain a firm offer for a period not less than sixty days after receipt by Engineer.

2. Contractor is not authorized to proceed on an Owner contemplated change in the Work prior to Contractor's receipt of a Change Order (or Work Change Directive) incorporating such change into the Work.

3. Owner's request for proposal or Contractor's failure to submit such proposal within the required time period will not justify a claim for an adjustment in Contract Price or Contract Time (or Milestones).

4. The Owner shall not be liable to the Contractor for any costs associated with the preparation of proposal associated with the Owner's contemplated changes in the Work.

- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

#### 10.02 *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 as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

### 10.03 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
  2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
  3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

B. In signing a Change Order, the Owner and Contractor acknowledge and agree that:

1. The stipulated compensation (Contract Price or Contract Time, or both) set forth in the Change Order includes payment for:
  - a. the Cost of the Work covered by the Change Order.
  - b. Contractor's fee for overhead and profit.
  - c. interruption of Progress Schedules.
  - d. delay and impact, including cumulative impact, on other work under the Contract Documents, and
  - e. extended home office and jobsite overhead;
2. the Change Order constitutes full mutual accord and satisfaction for the change to the Work;
3. No reservation of rights to pursue subsequent claims on the Change Order will be made by either party; and
4. No subsequent claim or amendment of the Contract Documents will arise out of or as a result of the Change Order.

#### 10.04 *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.

#### 10.05 *Claims and Disputes*

- A. *Engineer's Decision Required:* All Claims and disputes, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30-10 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with written supporting data shall be delivered to the Engineer and the other party to the Contract within 60 20 days (and monthly thereafter for continuing events) after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
  - 1. deny the Claim in whole or in part;
  - 2. approve the Claim; or
  - 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

## ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

### 11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, ~~bonuses~~, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
  2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
  3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
  4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
  5. Supplemental costs including the following:

- a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
- b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
- c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

1. Full rental cost for rented, leased, and/or owned equipment shall not exceed the rates listed in the Rental Rate Blue Book published by Equipment Watch, a unit of Penton Media, Inc., as adjusted to the regional area of the Project. The most recent published edition in effect at the commencement of the actual equipment use shall be used.

2. Rates shall apply to equipment in good working condition. Equipment not in good condition, or larger than required, may be rejected by Engineer or accepted at reduced rates.

3. Equipment in Use: Actual equipment use time documented by the Engineer shall be the basis that the equipment was on and utilized at the Project site. In addition to the leasing rate above, equipment operational costs shall be paid at the estimated operating cost, payment category (and the table below), and associated rate set forth in the Blue Book if not already included in the lease rate.

The hours of operation shall be based upon actual equipment usage to the nearest full hour, as recorded by the Engineer.

<u>Actual Usage</u>	<u>Blue Book Payment Category</u>
<u>Less than 8 hours</u>	<u>Hourly Rate</u>
<u>8 or more hours but less than 7 days</u>	<u>Daily Rate</u>
<u>7 or more days but less than 30 days</u>	<u>Weekly Rate</u>
<u>30 days or more</u>	<u>Monthly Rate</u>

4. Equipment when idle (Standby): Idle or standby equipment is equipment on-site or in transit to and from the Work site and necessary to perform the Work under the modification but not in actual use. Idle equipment time, as documented by the Engineer, shall be paid at the leasing rate determined in 11.01.A.5.c., excluding operational costs.

5. Where a breakdown occurs on any piece of equipment, payment shall cease for that equipment and any other equipment idled by the breakdown. If any part of the Work is shutdown by the Owner, standby time will be paid during non-operating hours if diversion of equipment to other Work is not practicable. Engineer reserves the right to cease standby time payment when an extended shutdown is anticipated.

- 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 any of the Work that has been completed and accepted by the Owner, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D.), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee. If, however, any such loss or damage to the Work that has been accepted by Owner requires reconstruction and Contractor is placed in charge thereof, Contractor shall be paid for services, a fee proportionate to that stated in Paragraph 12.01.C.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as ~~telegrams~~, long distance telephone calls, telephone 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 Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
  5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

#### 11.02 *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:*
1. Contractor agrees that:
    - a. 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
    - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### 11.03 *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. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- 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. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:~~
- ~~1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and~~
  - ~~2. there is no corresponding adjustment with respect to any other item of Work; and~~
  - ~~3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.~~

## ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

### 12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for 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, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
  2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a ~~mutually agreed~~ lump sum value fixed by the Owner or by unit price values fixed by the Owner (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
  3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached where the method under Paragraph 12.01.B.2. is not selected by the Owner, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or



2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
  - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
  - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent based on subcontractor's actual Cost of the Work;
  - 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 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor; except the maximum total allowable cost to Owner shall be the Cost of the Work plus a maximum collective aggregate fee for Contractor and all tiered Subcontractors of 26.8 percent.
  - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
  - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
  - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

#### 12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

#### 12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will-may be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions,

quarantine restrictions, strikes, freight embargoes, acts of war (declared or not declared), or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall-may be entitled to an equitable adjustment in Contract Times, but not Contract Price, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.
- F. If the Progress Schedule reflects a completion date or milestone date prior to the completion date or milestone date established by the Contract Documents, this shall afford no basis to claim for delay should Contractor not complete the Work prior to the projected completion date. Should a change order be executed with a revised completion date or milestone date, the Progress Schedule shall be revised to reflect the new completion date or milestone date.

## **ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### *13.01 Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

### *13.02 Access to Work*

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

### 13.03 Tests and Inspections

- A. Contractor is responsible for the initial and subsequent inspections of Contractor's Work to ensure that the Work conforms to the requirements of the Contract Documents. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. Contractor shall establish an inspection program and a testing plan acceptable to the Engineer and shall maintain complete inspection and testing records available to Engineer.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all non-contractor inspections, tests, or approvals required by the Contract Documents except:
1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
  2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
  3. as otherwise specifically provided in the Contract Documents.
- 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 and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. 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.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.
- G. Tests required by Contract Documents to be performed by Contractor and that require test certificates to be submitted to Owner or Engineer for acceptance shall be made by an independent testing laboratory or agency licensed or certified in accordance with Laws and Regulations and applicable state and local statutes. In the event state license or certification is not required testing laboratories or agencies shall meet the following applicable requirements:
1. "Recommended Requirements for Independent Laboratory Qualification", published by the American Council of Independent Laboratories.

2. Basic requirements of ASTM E329, "Standard of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as Used in Construction" as applicable.

3. Calibrate testing equipment at reasonable intervals by devices of accuracy traceable to either the National Bureau of Standards or accepted values of natural physical constants.

#### 13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, 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, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such 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 Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

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

B. If Owner stops Work under Paragraph 13.05.A. Contractor shall not be entitled to an extension of Contract Time or increase in Contract Price.

#### 13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

C. Contractor shall promptly segregate and remove rejected products from the Site.

D. If rejected products or Work is not removed within 48 hours, as provided in Paragraph 13.05 above, the Owner will have the right and authority to stop the Work immediately and will have the right to arrange for the removal of said rejected products or Work at the cost and expense of the Contractor.

### 13.07 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, and all to the satisfaction of the Owner:
1. repair such defective land or areas; or
  2. correct such defective Work; or
  3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) ~~will~~shall be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

F. Repetitive malfunction of an equipment or product item shall be cause for replacement and an extension of the correction period to a date one year following acceptable replacement. A repetitive malfunction shall be defined as the third failure of an equipment or product item following original acceptance.

#### 13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) 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 pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount ~~will~~shall be paid by Contractor to Owner.

#### 13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time, as defined by the Engineer, after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, 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, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, 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 (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) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in

Paragraph 10.05. 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 13.09.

## ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

### 14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A and as modified will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

### 14.02 *Progress Payments*

A. *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 five copies of an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. Retainage:
  - a. \_\_\_\_\_ The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
  - b. No form of collateral in lieu of cash will be acceptable as retainage.
  - c. Amounts retained by the Contractor from payments due to suppliers and subcontractors (expressed as a percentage) shall not exceed that being retained by the Owner.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, 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 9.07, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.



5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
  - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. ~~Ten~~ Thirty days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
  - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
  - b. 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;
  - c. there are other items entitling Owner to a set-off against the amount recommended; or
  - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action 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, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement: if any.

4. Items entitling Owner to retain set-offs from the amount recommended, include but are not limited to:
- a. Owner compensation to Engineer at an estimated average rate as specified in the Supplementary Conditions per each extra personnel hour for labor plus expenses because of the following Contractor-caused events:
    - (1) Witnessing retesting of corrected or replaced defective Work;
    - (2) Return visits to manufacturing facilities to witness factory testing or retesting;
    - (3) Submittal reviews in excess of three reviews by Engineer for substantially the same Submittal;
    - (4) Evaluation of proposed substitutes and in making changes to Contract Documents occasioned thereby;
    - (5) Hours worked by Contractor, in excess of normal work hours as defined by Article 6.02 of the General Conditions, necessitating Engineer to work overtime;
    - (6) Return visits to the Project by Engineer for Commissioning Activities not performed on the initial visit;
  - b. Fines levied against the Owner for Contractor's performance of NPDES Erosion and Sedimentation Control Measures or other permit violations.
  - c. The repair, rebuilding or restoration of property improvements or facilities by the Owner as outlined in Paragraph 6.13.
  - d. Liability for liquidated damages incurred by Contractor as set forth in the Agreement.

#### 14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment, retainage notwithstanding, free and clear of all Liens.
- B. No materials or supplies for the Work shall be purchased by Contractor or subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. Contractor warrants that Contractor has good title to all materials and supplies used by Contractor in the Work, free from all liens, claims or encumbrances.

#### 14.04 *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 (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of

Substantial Completion. Specific items of Work that must be completed prior to the Engineer's issuance of a certificate of Substantial Completion include, but are not limited to, the following:

1. Correction of all deficient Work items listed by all state, local, and other regulatory agencies or departments.
  2. All submittals must be received and approved by the Engineer, including but not necessarily limited to, the following:
    - a. Record documents.
    - b. Factory test reports, where required.
    - c. Equipment and structure test reports.
    - d. Manufacturer's Certificate of Proper Installation.
    - e. Operating and maintenance information, instructions, manuals, documents, drawings, diagrams, and records.
    - f. Spare parts lists.
  3. All additional warranty or insurance coverage requirements have been provided.
  4. All manufacturer/vendor-provided operator training is complete and documented.
  5. Other items of Work specified elsewhere as being prerequisite for Substantial Completion.
- 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 tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior

to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

- E. 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 tentative list.

#### 14.05 *Partial Utilization*

- 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. Owner at any time may ~~request direct~~ Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to ~~be ready for sufficiently progressed towards~~ its intended use ~~and 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 14.04.A through D for that part of the Work.
  - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work described in Paragraph 14.05.A.1 ready for its intended use and 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 14.04 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 5.10 regarding property insurance.

#### 14.06 *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 is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

## 14.07 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, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments. Under no circumstances will Contractor's application for final payment be accepted by the Engineer until all Work required by the Contract Documents has been completed.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
  - b. consent of the surety, if any, to final payment, if requested by the Engineer;
  - c. a list of all Claims against Owner that Contractor believes are unsettled;
  - d. an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied;
  - e. the final Change Order signed by the Contractor to close the Contract; and
  - fd. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work, if requested by the Engineer.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) 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.

### B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying all documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, ~~within ten days after receipt of the final Application for Payment,~~ indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Thereupon Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. 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. If the Application for Payment and accompanying documentation are appropriate as to form and substance, Owner will in accordance with the applicable State or local General Law, pay Contractor the amount recommended by Engineer.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
  1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
  2. a waiver of all Claims by Contractor against Owner ~~other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.~~

**ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION**

15.01 *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 notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor ~~shall~~ may be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will 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 established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
  2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
  3. Contractor's repeated disregard of the authority of Engineer; ~~or~~
  4. Contractor's violation in any substantial way of any provisions of the Contract Documents;
  5. If Contractor abandons the Work, or sublets this Contract or any part thereof, without the previous written consent of Owner, or if the Contract or any claim thereunder shall be assigned by Contractor otherwise than as herein specified;
  6. Contractor is adjudged bankrupt or insolvent;
  7. Contractor makes a general assignment for the benefit of creditors;
  8. A trustee or receiver is appointed for Contractor or for any of Contractor's property;
  9. Contractor files a petition to take advantage of any debtor's relief act, or to reorganize under the bankruptcy or applicable laws;
  10. Contractor repeatedly fails to supply sufficient skilled workmen, materials or equipment;
  11. Contractor fails to make satisfactory progress toward timely completion of the work; or
  12. Contractor repeatedly fails to make prompt payments to subcontractors or material suppliers for labor, materials or equipment.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor, unless Contractor otherwise cures the deficiency in accordance with Paragraph 15.02.D.:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
  2. 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
  3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.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 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) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed 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.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. 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. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

~~F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.~~

#### 15.03 Owner May Terminate For Convenience

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate or discontinue, in whole or in part, 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. direct 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;~~
  3. 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) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; ~~and~~
  4. reasonable expenses directly attributable to termination; ~~and-~~
  5. ten percent overhead and profit for those costs agreed to in Paragraphs 15.03.A.1 through 15.03.A.4 above.
- B. Contractor shall submit within 30 calendar days after receipt of notice of termination a written statement setting forth its proposal for an adjustment to the Contract Price to include only the incurred costs described in this clause. Owner shall review, analyze, and verify such proposal and negotiate an equitable amount and the Contract may be modified accordingly.



C. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 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.

C. Except as allowed in Paragraph A above, the Contractor shall not suspend the work and shall not remove any equipment, tools, supplies, materials, or other items without the written permission of the Owner.

### ARTICLE 16 – DISPUTE RESOLUTION

#### 16.01 Methods and Procedures

- ~~A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.~~
- ~~B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.~~
- ~~C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:~~
- ~~1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or~~
  - ~~2. agrees with the other party to submit the Claim to another dispute resolution process; or~~

~~3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.~~

## ARTICLE 17 – MISCELLANEOUS

### 17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
  2. delivered at or sent by registered or certified mail, postage prepaid, or by facsimile transmission and followed by written confirmation. to the last business address known to the giver of the notice.
- B. All notices required of Contractor shall be performed in writing to the appropriate entity.
- C. Electronic mail and messages will not be recognized as a written notice.
- D. If the Contractor does not notify the Owner in accordance with Paragraph 10.05 of the belief that a field order, work by other contractors or the Owner, or subsurface, latent, or unusual unknown conditions entitles the Contractor to a Change Order, no consideration for time or money will be given the Contractor.

### 17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents 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.

### 17.03 *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 Documents. 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.

### 17.04 *Survival of Obligations*

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

### 17.05 *Controlling Law*

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

#### 17.06 *Headings*

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

#### 17.07 *Addresses*

A. Both the address given in the Bid form upon which this Agreement is founded, and Contractor's office at or near the site of the Work are hereby designated as places to either of which notices, letters, and other communications to Contractor shall be certified, mailed, or delivered. The delivering at the above named place, or depositing in a postpaid wrapper directed to the first-named place, in any post office box regularly maintained by the post office department, of any notice, letter or other communication to Contractor shall be deemed sufficient service thereof upon date of such delivery or mailing. The first-named address may be changed at any time by an instrument in writing, executed by Contractor, and delivered to and acknowledged by the Owner and Engineer. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon Contractor personally.

#### 17.08 *Forms and Record*

A. The form of all Submittals, notices, change orders and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the Engineer.

B. Contractor shall maintain throughout the term of the Contract, complete and accurate records of all Contractor's costs which relate to the work performed, including the extra work, under the terms of the Contract. The Owner, or its authorized representative, shall have the right at any reasonable time to examine and audit the original records.

C. Records to be maintained and retained by Contractor shall include, but not be limited to:

1. Payroll records accounting for total time distribution of Contractor's employees working full or part time on the work;
2. Cancelled payroll checks or signed receipts for payroll payments in cash;
3. Invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor's stores, stock, or capital items;
4. Paid invoices and cancelled checks for materials purchase, subcontractors, and any other third parties' charges;
5. Original estimate and change order estimate files and detailed worksheets;
6. All project-related correspondence; and
7. Subcontractor and supplier change order files (including detailed documentation covering negotiated settlements).

D. Owner shall also have the right to audit: any other supporting evidence necessary to substantiate charges related to this agreement (both direct and indirect costs, including overhead allocations

as they may apply to costs associated with this agreement); and any records necessary to permit evaluation and verification of Contractor compliance with contract requirements and compliance with provisions for pricing change orders, payments, or claims submitted by Contractor or any payees thereof. Contractor shall also be required to include the right to audit provision in the contracts (including those of a lump-sum nature) of all subcontractors, insurance agents, or any other business entity providing goods and services.

#### 17.09 Assignment

A. Contractor shall not assign, sell, transfer or otherwise dispose of the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Owner. In case Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for under this Contract.

#### 17.10 Inspection by Public Agencies

A. Authorized representatives of the federal, state, local and other governmental agencies having jurisdiction over the work or any part thereof shall have access to the work and any records relevant to the prosecution and progress of the work. The Contractor shall provide proper facilities for such access and inspection.

END OF SECTION

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition, with Barge Modifications 01/09/18). All provisions which are not so amended or supplemented remain in full force and effect.

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 thereto.

The provisions in this Section of the Specifications shall govern in the event of any conflict between this Section and the General Conditions.

SC-1.01      *Definitions*

SC-1.01.A, Add the following after Paragraph 1,

- 1.1      *Agency* – The Federal or state agency providing partial or full financing for this project. The Project is financed in whole or in part by the American Rescue Plan Act (ARPA).

SC-1.01.A.3.      Add the following language to the end of Paragraph 1.01.A.3:

The Agency must approve all Applications for Payment before payment is made.

SC-1.01.A.9, Change "... and Owner and authorizes ..." to "... and Owner and Agency and authorizes ..."

SC-1.01.A.9.      Add the following language to the end of Paragraph 1.01.A.9:

The Change Order form to be used on this Project is as included in these Contract Documents. Agency approval is required before Change Orders are effective.

SC-1.01.A.53,      Change "... by Owner upon recommendation ..." to "... by Owner and Agency upon recommendation ..."

SC-2.06      *Preconstruction Conference*

SC-2.06.A, first sentence, Change "... Engineer, and others ..." to "... Engineer, Agency and others ..."

SC-4.02      *Subsurface and Physical Conditions*

SC-4.02      Add the following new paragraphs immediately after Paragraph 4.02.B:

- C. No drawings of physical conditions relating to existing surface or subsurface structures at the Site have been used by the Engineer in preparing the Contract Documents.

SC-4.06        *Hazardous Environmental Conditions*

SC-4.06        Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

SC-5.03        *Certificates of Insurance*

SC-5.03, following Paragraph E, add the following,

- F. Copies of endorsements showing that each additional insured identified herein have been added to the policies as an additional insured shall be attached to each of the certificates.
- G. Each insurance certificate for all coverages other than Worker's Compensation Insurance must show that a waiver of rights of recovery against any of the insured or the additional insured is in effect.
- H. Certificate for Worker's Compensation and Employer's Liability coverage must indicate inclusion or exclusion for any proprietor, partner, executive officer or member.

SC-5.04        *Contractor's Insurance*

SC-5.04.B.1, There are no other additional insureds other than the Owner and Engineer.

SC-5.04.C, following Paragraph 5.04.B.6.b, Add,

- C. The limits of liability for the insurance required by paragraph 5.04.B.2 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
  - 1. Worker's compensation, disability benefits and other similar employee benefit acts, and damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees as provided in Paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:
    - a. Workers Compensation: Statutory limits
    - b. Employer's Liability, Each Accident: \$1,000,000
    - c. Employer's Liability, Each Employee: \$1,000,000
    - d. Employer's Liability, Disease – Policy Limit: \$1,000,000
  - 2. Contractor's General Liability Insurance under paragraphs 5.04.A.3 through 5.04.A.5 of the General Conditions shall provide the following minimum limits and conditions:

- a. Each Occurrence: \$1,000,000.
  - b. Damage to Rented Premises (each occurrence) \$100,000.
  - c. Medical Expenses (any one person) \$5,000.
  - d. Personal and Advertising Injury: \$1,000,000.
  - e. General Aggregate: \$2,000,000.
  - f. Products-Completed Operations Aggregate: \$2,000,000.
  - g. Explosion, collapse, and underground coverage shall be included with such indicated on the insurance certificate under General Liability.
  - h. The general aggregate policy limits must be designated to the Project.
  - i. Contractual Liability coverage, as required under Paragraph 5.04.B.3 must be indicated on the insurance certificate under General Liability.
3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions, providing for Combined Single Limit (each accident) for all owned, hired, and non-owned vehicles: \$1,000,000.
  4. Provide Excess Liability or Umbrella Liability insurance providing protection for at least the hazards insured under the primary liability policies with the following limits:
    - a. General Aggregate: \$5,000,000.
    - b. Each Occurrence: \$5,000,000.

SC-6.01 *Supervision and Superintendence*

SC-6.01. Paragraph B, second sentence,

SC-6.01. Delete, "... on a full-time basis ..."  
Paragraph C,

Change, "...Project the Superintendent or Project Manager leaves the ..."

To

"...Project both the Superintendent and Project Manager leave the ..."

SC-6.08 *Permits*

SC-6.08 Add the following subparagraphs 6.08.B.1:

1. The Owner will provide the following Permits:

## a. Land Disturbance Permit, City of Cartersville

## SC-6.09 Laws and Regulations

SC-6.09 Add the following subparagraph 6.08.H:

H. Contractor shall perform those duties as they relate to O.C.G.A. Section 36-91-92 and O.C.G.A. Section 44-14-361.5, including filing the Notice of Commencement. Contractor shall provide Owner and Engineer with proof of having performed these duties before any progress payments or final payment shall be considered due and payable to the Contractor.

SC-6.13 *Safety and Protection*

SC-6.13 Delete the second sentence of Paragraph 6.13.C.

SC-9.03 *Project Representative*

SC-9.03 Add the following new paragraphs immediately after Paragraph 9.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall be only through or with the full knowledge and approval of Contractor. The RPR shall:
1. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
  2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
  3. *Liaison:*
    - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative, assist in providing information regarding the 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 proper execution of the Work.



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4. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
  5. *Shop Drawings and Samples:*
    - a. Record date of receipt of Samples and approved Shop Drawings.
    - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  6. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
  7. *Review of Work and Rejection of Defective Work:*
    - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
    - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  8. *Inspections, Tests, and System Startups:*
    - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
    - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
  9. *Records:*
    - a. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
    - b. Maintain records for use in preparing Project documentation.

10. *Reports:*
    - a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
    - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
    - c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.
  11. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
  12. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
  13. *Completion:*
    - a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
    - b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
    - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.
- C. The RPR shall 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, Suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over 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. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

SC-10.01 *Authorized Changes in the Work*

SC-10.01.A, first sentence, Change "... Owner may, at any time ..." to "... Owner may, subject to written approval by the Agency, at any time ..."

SC-14.02 Progress Payments

SC-14.02.A.4. Add the following new Paragraph after Paragraph 14.02.A.3:

4. The Application for Payment form to be used on this Project is EJCDC No. C-620. The Agency must approve all Applications for Payment before payment is made.

SC-14.02.C.1. Delete Paragraph 14.02.C.1 in its entirety and insert the following in its place:

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 14.02.D will become due ten days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

SC-14.02.D.1.c, delete "or"

SC-14.02.D.1.d, change "... 15.02.A." to "... 15.02.A; or"

SC-14.02.D.1, following Paragraph d., Add

- "e. the Contractor's performance or furnishing of the Work is inconsistent with funding Agency requirements."

SC-14.02.D.4.e After paragraph 14.02.D. 4.d, add the following:

5. The following rates are for the additional services performed by the Engineer on behalf of the Owner:

<u>Labor Grade</u>	<u>Rate</u>
E2	\$125.00
E4	\$150.00
E6	\$175.00
E8	\$225.00

SC-14.02.E After paragraph 14.02.D, add the following:

E. Prompt Payment Clause

1. Owner and Contractor agree that all partial payments and final payments shall be subject to the Georgia Prompt Pay Act, as originally enacted and amended, and as set forth in O.C.G.A. 13-11-1 through 13-11-11, except as provided below to the extent authorized by law.
2. Interest Rate: For purposes of computing interest on late payments, the rate of interest shall be one-half percent per month or a pro-rata fraction thereof on the unpaid balance as may be due.
3. Payment Periods:
  - a. When Contractor has performed in accordance with the provisions of these Contract Documents, the Owner shall pay Contractor within 30 days of receipt by the Owner or the Owner's representative of any properly completed Application for Payment, based upon work completed or service provided pursuant to the terms of these Contract Documents.
  - b. When a subcontractor has performed in accordance with the provisions of its subcontract and the subcontract conditions precedent to payment have been satisfied, Contractor shall pay to that subcontractor and each subcontractor shall pay to its subcontractor, within ten days of receipt by Contractor or subcontractor of each periodic or final payment, the full amount received for such subcontractors work and materials based on work completed or service provided under the subcontract, less retainage expressed as a percentage, but such retainage shall not exceed that retainage being held by the Owner, provided that the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete its work as contractor in its reasonable discretion may require, including but not limited to a payment and performance bond.

4. Interest on Late Payment: Except otherwise provided in these Contract Documents and/or in O.C.G.A. 13-11-5, if a periodic or final payment to Contractor is delayed by more than the time allotted in Paragraph 14.02.E.3b, or if a periodic or final payment to a subcontractor is delayed more than ten days after receipt of periodic or final payment by Contractor or Subcontractor, the Owner, Contractor, or subcontractor, as the case may be, shall pay interest to its Contractor, or subcontractor beginning on the day following the due dates as provided in Paragraph 14.02.E.3b, at the rate of interest as provided herein. Interest shall be computed per month or a pro-rata fraction thereof on the unpaid balance. There shall be no compounded interest. No interest is due unless the person or entity being charged interest received "Notice" as provided in Paragraph 14.02.E.5. Acceptance or progress payments or final payment shall release all claims for interest on said payments.
5. Notice of Late Payment and Request of Interest: Any person or entity asserting entitlement to interest on any periodic or final payment pursuant to the provisions of this Prompt Payment Clause shall provide "notice" to the person or entity being charged interest of the charging party's claim to interest on late payment. "Notice" shall be in writing, served by U.S. Certified Mail – Return Receipt Requested at the time the properly completed Application for Payment is received by the Owner or Owner's representative, and shall set forth the following:
  - a. A short and concise statement that interest is due pursuant to the provisions of the Georgia Prompt Pay Act and this Prompt Payment Clause;
  - b. The principal amount of the periodic or final payment which is allegedly due to the charging party; and
  - c. The first day and date upon which the charging party alleges that said interest will begin to accrue, pursuant to the provisions of the Georgia Prompt Pay Act and this Prompt Payment Clause.
6. These "Notice" provisions are of the essence; therefore, failure to comply with any requirement as set forth in the Prompt Payment Clause precludes the right to interest on any alleged late payment to which said "Notice" would otherwise apply.
7. Integration with the Georgia Prompt Pay Act: Unless otherwise provided in these Contract Documents, the parties hereto agree that these provisions of this Prompt Payment Clause supersede and control all provisions of the Georgia Prompt Pay Act (O.C.G.A. 13-11-1 through 13-11-11), as originally enacted and as amended, and that any dispute arising between the parties hereto as to whether or not the provisions of this contract or the Georgia Prompt Pay Act control will be resolved in favor of these Contract Documents and its terms.

SC-14.04 Substantial Completion

SC-14.04.B, first sentence, change "... Owner, Contractor ..." to "... Owner, Agency, Contractor ..."

SC-17.05 After paragraph 17.05.A, add the following:

- B. The parties acknowledge that this Contract is executed in Bartow County, Georgia and that the Contract is to be performed in Bartow County, Georgia. Each party hereby consents to the Bartow County Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this Agreement, and each party hereby waives any and all objections to venue in the Bartow County Superior Court.

SC-Article 18, Add Article 18 as follows,

**ARTICLE 18 -FEDERAL REQUIREMENTS**

18.01 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.

18.02 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 following "Certificate of Owner's Attorney" (Exhibit GC-A) before Owner submits the executed Contract Documents to Agency for approval.
- B. Concurrence by Agency in the award of the Contract is required before the Contract is effective.

18.03 Conflict of Interest

- A. Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer.
- B. 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 in Contractor. Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

18.04 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 18.04.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.

#### 18.05 Audit and Access to Records

- A. For all negotiated contracts and negotiated modifications (except those of \$10,000 or less), Owner, Agency, the Comptroller General, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor, which are pertinent to the Contract, for the purpose of making audits, examinations, excerpts and transcriptions. Contractor shall maintain all required records for three years after final payment is made and all other pending matters are closed.

#### 18.06 Small, Minority and Women's Businesses

- A. If Contractor intends to let any subcontracts for a portion of the work, Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall consist of: (1) including qualified small, minority and women's businesses on solicitation lists; (2) assuring that small, minority and women's businesses are solicited whenever they are potential sources; (3) dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women's businesses; (4) establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women's businesses; (5) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; (6) requiring each party to a subcontract to take the affirmative steps of this section; and (7) Contractor is encouraged to procure goods and services from labor surplus area firms.

#### 18.07 Anti-Kickback

- A. Contractor shall comply with the Copeland Anti-Kickback Act (18 USC 874 and

40 USC 276c) 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.

#### 18.08 Clean Air and Pollution Control Acts

- A. If this Contract exceeds \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 USC 1251 *et seq.*). Contractor will report violations to the Agency and the Regional Office of the EPA.

#### 18.09 State Energy Policy

- A. Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, shall be utilized.

#### 18.10 Equal Opportunity Requirements

- A. If this Contract exceeds \$10,000, Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- B. Contractor's compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographical area where the Contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
- C. Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list



the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.

#### 18.11 Restrictions on Lobbying

- A. Contractor and each subcontractor shall comply with Restrictions on Lobbying (Public Law 101-121, Section 319) as supplemented by applicable Agency regulations. This Law applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, Contractor must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Contract. Each tier certifies to the tier above 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, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

#### 18.12 Environmental Requirements

- A. When constructing a project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental constraints:
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 delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, i.e., alluvial soils on NRCS Soil Survey Maps.
  3. Historic Preservation – Any excavation by Contractor that uncovers a historical or archaeological artifact shall be immediately reported 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 State Historic Preservation Officer (SHPO).
  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

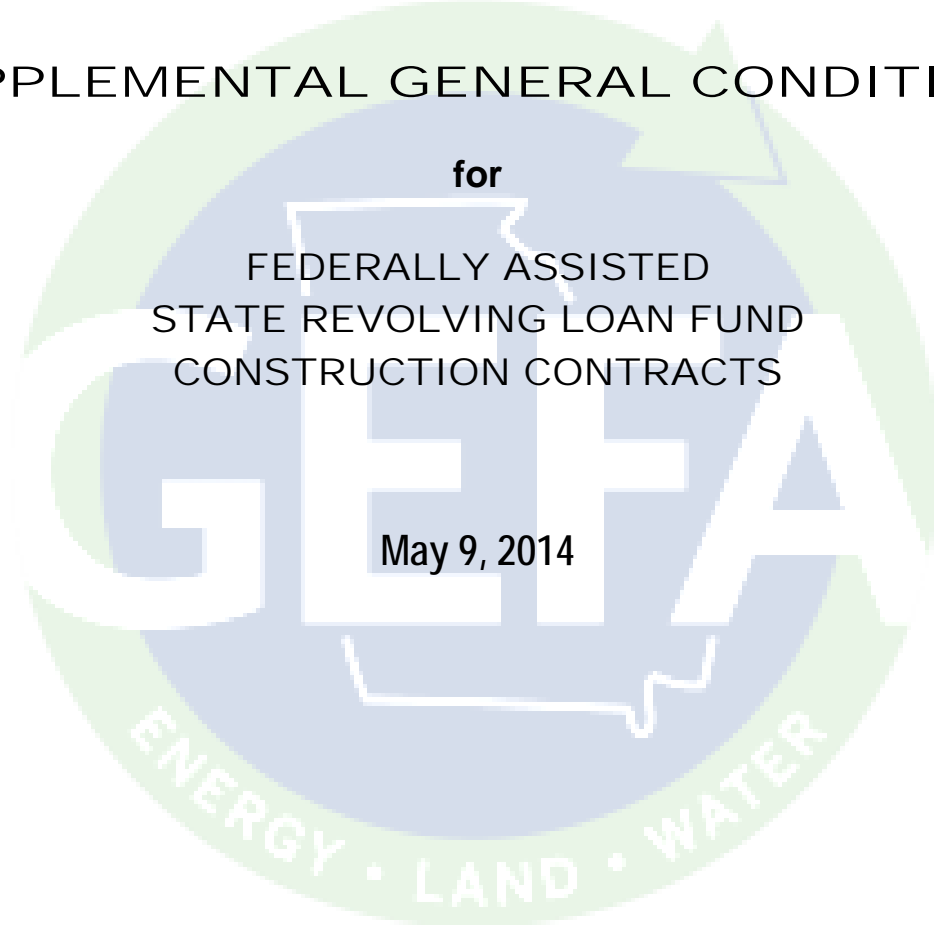
this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.

#### 18.13 Davis-Bacon Wage Rates

- A. As stated elsewhere in these Contract Documents, the minimum wages to be paid to various classes of laborers and mechanics employed under this Contract are governed by the Davis-Bacon Act.
- B. Certain applicable wage rates are contained in General Decisions included elsewhere in these Contract Documents.
- C. In the event there are classifications of laborers and mechanics which are listed in more than one General Decision, the higher wage shall prevail.
- D. In the event there are classifications of laborers and mechanics which are not listed in the General Decisions, the Bidder/Contractor shall contact the United States Department of Labor at 866-487-9243 for information related to appropriate wage rates beyond those contained in the General Decisions.

END OF SECTION

GEORGIA ENVIRONMENTAL FINANCE AUTHORITY  
SUPPLEMENTAL GENERAL CONDITIONS



***The following standard language must be incorporated into construction contract documents and in all solicitations for offers and bids for all construction contracts or subcontracts in excess of \$10,000 to be funded in whole or in part by the Federally-assisted State Revolving Fund in the State of Georgia.***

***These Supplemental General Conditions shall not relieve the participants in this project of responsibility to meet any requirements of other portions of this construction contract or of other agencies, whether these other requirements are more or less stringent. The requirements in these Supplemental General Conditions must be satisfied in order for work to be funded with the State Revolving Fund.***

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## INSTRUCTIONS & GENERAL REQUIREMENTS

It is the policy of the State Revolving Loan Fund (SRF) to promote a fair share of subcontract, materials, equipment and service awards to small, minority, and women-owned businesses for equipment, supplies, construction, and services. Compliance with these contract provisions is required in order for project costs to be eligible for SRF funding. The fair share objective is a goal, not a quota. Failure on the part of the apparent successful bidder to submit required information to the loan recipient (Owner) may be considered by the Owner in evaluating whether the bidder is responsive to bid requirements.

### THE PRIME CONTRACTOR MUST SUBMIT THE FOLLOWING ITEMS TO THE OWNER:

#### A. Before beginning the work of any contract:

- 1) **DBE Compliance Form and related documentation.** The Owner must submit this information to the Georgia Environmental Finance Authority (GEFA) to demonstrate compliance with Disadvantaged Business Enterprise (DBE) requirements. GEFA concurrence is recommended prior to award of the construction contract and is required prior to commencement of any SRF-funded construction. (Pages GEFA-4&5)
- 2) **Certification Regarding Equal Employment Opportunity.** This form is required for the Prime Contractor and for all subcontractors. The Prime Contractor form should be submitted with the DBE Compliance Form, and the subcontractor forms should be submitted as the subcontracts are executed. (Page GEFA-9)
- 3) **Certification Regarding Debarment, Suspension, & Other Responsible Matters.** This form is required for the Prime Contractor and for all subcontractors. The Prime Contractor form should be submitted with the DBE Compliance Form and the subcontractor forms should be submitted as the subcontracts are executed. (Page GEFA-10)
- 4) **\*EPA Form 6100-2 DBE Subcontractor Participation Form.** This form gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the Prime Contractor, how much the DBE subcontractor was paid, and any concerns the DBE subcontractor might have. The Prime Contractor must provide this form to each DBE subcontractor. The DBE subcontractor can, as an option, complete and submit this form to the GEFA DBE Coordinator, who will also forward the form to the EPA DBE Coordinator. (Page GEFA-11)
- 5) **\*EPA Form 6100-3 DBE Subcontractor Performance Form.** This form captures the description of work to be performed by an intended DBE subcontractor and the price of the work. This form is to be provided by the Prime Contractor to each DBE subcontractor and submitted with the DBE Compliance Form. (Page GEFA-12)
- 6) **\*EPA Form 6100-4 DBE Subcontractor Utilization Form.** This form captures intended or anticipated use of an identified DBE subcontractor by the Prime Contractor and the estimated dollar amount of the work. This form is to be completed by the Prime Contractor and submitted with the DBE Compliance Form. (Page GEFA-13)

\* 6100 FORMS ARE NOT REQUIRED WHEN ALL OF THE WORK IS SELF-PERFORMED BY THE PRIME CONTRACTOR.

#### B. During the performance of the contract:

- 7) **Changes to Subcontractors Form.** If any changes, substitutions, or additions are proposed to the subcontractors included in previous GEFA concurrences, the Owner must submit this information to GEFA for prior concurrence in order for the affected subcontract work to be eligible for SRF funding. (Page GEFA-14)
- 8) **DBE Annual Report.** The Owner must submit this information to GEFA no later than October 20<sup>th</sup> of any year that the construction contract is active. ( Page GEFA-15)
- 9) **Certified Payrolls.** These should be submitted to the Owner weekly for the Prime Contractor and all subcontractors. The Owner must maintain payroll records and make these available for inspection. Use Department of Labor form WH-347 or a similar form that contains all of the information on the Department of Labor.

### THE OWNER MUST SUBMIT INFORMATION FOR GEFA REVIEW AND CONCURRENCE TO:

Georgia Environmental Finance Authority  
Attention: DBE Compliance Coordinator  
233 Peachtree Street, N.E.  
Harris Tower, Suite 900  
Atlanta, Georgia 30303  
(404)584-1000; (404)584-1069 (fax)  
[dbe\\_compliance@gefa.ga.gov](mailto:dbe_compliance@gefa.ga.gov)

# DBE COMPLIANCE FORM

ALL INFORMATION OUTLINED ON THIS FORM IS REQUIRED FOR DBE COMPLIANCE REVIEW. THE PROPOSED PRIME CONTRACTOR AND OWNER SHOULD ENSURE THAT THIS INFORMATION IS COMPLETE PRIOR TO SUBMITTAL.

Loan Recipient \_\_\_\_\_

SRF Loan Number \_\_\_\_\_

## PRIME CONTRACTOR'S AND OWNER'S CERTIFICATIONS:

*I certify that the information submitted on and with this form is true and accurate and that this firm has met and will continue to meet the conditions of this construction contract regarding DBE solicitation and utilization. I further certify that criteria used in selecting subcontractors and suppliers were applied equally to all potential participants and that EPA Forms 6100-2 and 6100-3 were distributed to all DBE subcontractors.*

\_\_\_\_\_  
(Prime Contractor signature)

Date \_\_\_\_\_

\_\_\_\_\_  
(Printed name and title)

*I certify that I have reviewed the information submitted on and with this form and that it meets the requirements of the Owner's State Revolving Fund loan contract.*

\_\_\_\_\_  
(Signature of Owner or Owner's representative)

Date \_\_\_\_\_

\_\_\_\_\_  
(Printed name and title)

## CONTACT INFORMATION

Owner contact \_\_\_\_\_

Owner phone number & email \_\_\_\_\_

Consulting Engineer contact \_\_\_\_\_

Consulting Engineer phone number & email \_\_\_\_\_

Proposed Prime Contractor \_\_\_\_\_

Prime Contractor contact \_\_\_\_\_

Prime Contractor phone number & email \_\_\_\_\_

Proposed total contract amount \$ \_\_\_\_\_

Proposed total MBE participation \$ \_\_\_\_\_ Percentage \_\_\_\_\_ Goal: 4.0 percent

Proposed total WBE participation \$ \_\_\_\_\_ Percentage \_\_\_\_\_ Goal: 4.0 percent

CONTINUED ON NEXT PAGE

**Please submit the following with the DBE Compliance Form:**

- 1) List of all committed and uncommitted subcontractors by trade, including company name, address, telephone number, contact person, dollar amount of subcontract, and DBE/MBE/WBE status.
- 2) Indicate in writing if no solicitations were made because the Prime Contractor intends to use only its own forces to accomplish the work.
- 3) Proof of certification by EPA, SBA, DOT (or by state, local, Tribal, or private entities whose certification criteria match EPA criteria) for each subcontractor listed as a DBE, MBE, or WBE.
- 4) Documentation of solicitation efforts for prospective DBE firms, such as fax confirmation sheets, copies of solicitation letters and e-mails, printout of online solicitations, printouts of online search results and copies and affidavits of publication in newspapers or other publications. (see also, "**Six Good Faith Efforts**", page GEFA-7).
  - a. The Prime Contractor shall use the necessary resources to identify and directly solicit no less than 3 certified MBE firms and 3 certified WBE firms to bid in each expected subcontract trade or area. If a diligent and documented search of the recommended directories does not identify 3 potential certified MBE firms and 3 potential certified WBE firms, then the Prime Contractor shall post an advertisement in the Owner's local legal organ, the Owner's official website, a regional newspaper in a larger community in the proximity, the Prime Contractor's website, or some other appropriate resource.
  - b. The Prime Contractor is encouraged to follow-up each written, fax, or e-mail solicitation with at least 1 logged phone call.
  - c. Whenever possible, post solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- 5) Written justification for not selecting a certified DBE subcontractor that submitted a low bid for any subcontract area.
- 6) Certification By Proposed Prime Contractor or Subcontractor Regarding Equal Employment Opportunity (GEFA-9)
- 7) Certification By Proposed Prime or Subcontractor Regarding Debarment, Suspension, and Other Responsible Matters. (GEFA-10)
- 8) \*EPA Form 6100-3 DBE Subcontractor Performance Form for all DBE subcontracts. (GEFA-12)
- 9) \*EPA Form 6100-4 DBE Subcontractor Utilization Form for all DBE subcontracts. (GEFA-13)

\*6100 forms are not required when all of the work is self-performed by the prime contractor.

**END OF DBE COMPLIANCE FORM**



## DBE COMPLIANCE CHECKLIST

THE PRIME CONTRACTOR MUST SUBMIT THE FOLLOWING ITEMS TO THE OWNER BEFORE THE WORK BEGINS:

Loan Recipient \_\_\_\_\_

SRF Loan Number \_\_\_\_\_

### Include in Package Submittal

PRIME CONTRACTOR ONLY	TOTAL CONTRACT AMOUNT	
ALL SUBCONTRACTORS, INCLUDING DBE FIRMS	TRADE	AMOUNT
ALL SUBCONTRACTORS, INCLUDING DBE FIRMS	TRADE	AMOUNT
DBE SUBCONTRACTORS ONLY	TRADE	AMOUNT
DBE SUBCONTRACTORS ONLY	TRADE	AMOUNT
PRIME CONTRACTOR ONLY <i>(Not applicable if self-performing all work, with no subcontracting)</i>		

1. **DBE Compliance Form.** The Owner must sign and submit this information to the Georgia Environmental Finance Authority (GEFA) to demonstrate compliance with DBE requirements. GEFA concurrence is recommended prior to award of the construction contract and is required prior to commencement of any SRF-funded construction. (Pages GEFA-4&5)
  
2. **Certification Regarding Equal Employment Opportunity.** This form is required for the Prime Contractor and for all subcontractors. The Prime Contractor's form should be submitted with the DBE Compliance Form and the subcontractors' forms should be submitted as the subcontracts are executed. (Page GEFA-9)
  
3. **Certification Regarding Debarment, Suspension, & Other Responsible Matters.** This form is required for the Prime Contractor and for all subcontractors. The Prime Contractor's form should be submitted with the DBE Compliance Form and the subcontractors' forms should be submitted as the subcontracts are executed. (Page GEFA-10)
  
4. **EPA Form 6100-2 DBE Subcontractor Participation Form.** This form gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from Prime Contractor, how much the DBE subcontractor was paid, and any other concerns the DBE subcontractor might have. The Prime Contractor must provide this form to each DBE subcontractor. The DBE subcontractor can, as an option, submit this form to the GEFA DBE Coordinator, who will forward the form to the EPA DBE Coordinator. (Page GEFA-11)
  
5. **EPA Form 6100-3 DBE Subcontractor Performance Form.** This form captures an intended DBE subcontractor's description of work to be performed for the Prime Contractor and the price of the work. This form is to be provided by the Prime Contractor to each DBE subcontractor and submitted with the DBE Compliance Form. (Page GEFA-12)
  
6. **EPA Form 6100-4 DBE Subcontractor Utilization Form.** This form captures the Prime Contractor's intended use of an identified DBE subcontractor and the estimated dollar amount of the work. This form is to be completed by the Prime Contractor and submitted with the DBE Compliance Form (Page GEFA-13)

### Uncommitted Trades

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### Documentation of Good Faith Efforts

Newspaper ads	Internet Websites	Fax Confirmation	Copies of Solicitation Emails/letters	Copies of phone logs
PROOF OF CERTIFICATION FOR EACH SUBCONTRACTOR LISTED AS A DBE, MBE, OR WBE				



## SIX GOOD FAITH EFFORTS

These good faith efforts are required methods to ensure that DBEs have the opportunity to compete for procurements funded by EPA financial assistance dollars. Such good faith efforts are described as follows:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. This will include placing DBEs on solicitation lists and soliciting them whenever there are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the resources, services, and assistance of the Department of Transportation (DOT), Small Business Administration (SBA), and the Minority Business Development Agency of the Department of Commerce (MBDA).
6. If the Prime Contractor awards subcontracts, it must take the steps described in items (1) through (5) listed above.

Please note that DBEs, MBEs, and WBEs must be certified by EPA, SBA, or DOT (or by state, local, Tribal, or private entities whose certification criteria match EPA's). DBEs must be certified in order to be counted toward the Prime Contractor's MBE/WBE goals. "Self-certified" DBE subcontractors will not be counted toward the Prime Contractor's MBE/WBE goals. Depending upon the certifying agency, a DBE may be classified as a DBE, a Minority Business Enterprise (MBE), or a Women's Business Enterprise (WBE).

The Prime Contractor must employ and document the **Six Good Faith Efforts** for all subcontracts, even if the Prime Contractor has achieved the fair share objectives.

The documentation of solicitations for the **Six Good Faith Efforts** must be detailed in order to allow for satisfactory review. Such documentation might include fax confirmation sheets, copies of solicitation letters/emails, printouts of the online solicitations, printouts of online search results and affidavits of publication in newspapers or other publications. The Prime Contractor is encouraged to follow up each written, fax, or e-mail solicitation with at least 1 logged phone call.

The Prime Contractor should attempt to identify and solicit DBEs in the geographic proximity of the project before soliciting those located farther away.

If a DBE subcontractor fails to complete work under the subcontract for any reason, the Prime Contractor must notify the Owner in writing prior to any termination and must employ the Six Good Faith Efforts described above if using a replacement subcontractor. Any proposed changes from the approved DBE subcontractor list must be reported to the Owner and to GEFA on the *Changes to Approved Subcontractors Form* (GEFA-14) prior to initiation of the action. EPA Forms Nos. 6100-3 and 6100-4 must also be submitted to GEFA for new DBE subcontracts.

# RESOURCES FOR IDENTIFYING DBE SUBCONTRACTORS

## RESOURCES FOR IDENTIFYING DBE SUBCONTRACTOR'S FOR DIRECT SOLICITATION:

Georgia Department of Transportation (GDOT)  
Disadvantaged Business Enterprise Program  
(404) 631-1972

[http://tomcat2.dot.state.ga.us/ContractsAdministration/uploads/rptDBE\\_Directory\\_CA\\_New.pdf](http://tomcat2.dot.state.ga.us/ContractsAdministration/uploads/rptDBE_Directory_CA_New.pdf)

City of Atlanta, Georgia  
Office of Contract Compliance  
(404) 330-6010

<http://pro.prismcompliance.com/>

DeKalb County, Georgia  
Office of Purchasing and Contracting  
(404) 371-4730

<http://www.co.dekalb.ga.us/purchasing/pdf/supplierList.pdf>

Fulton County, Georgia  
Purchasing and Contract Compliance  
(404) 612-5800

[http://www.fultoncountyga.gov/plugins/content/external\\_links/frameset.php?url=http%3A%2F%2Fwww.occfultoncountyga.com%2FDirectory%2FMFBEDirectoryExternal.aspx](http://www.fultoncountyga.gov/plugins/content/external_links/frameset.php?url=http%3A%2F%2Fwww.occfultoncountyga.com%2FDirectory%2FMFBEDirectoryExternal.aspx)

Metropolitan Atlanta Rapid Transit Authority (MARTA)  
Disadvantaged Business Enterprise Program  
(404) 848-4656

<http://www.itsmarta.com/vendor-opportunities.aspx>

United States Environmental Protection Agency  
[http://www.epa.gov/osbp/dbe\\_team.htm](http://www.epa.gov/osbp/dbe_team.htm)

Teree Henderson  
National DBE Program Coordinator  
(202) 566-2222

[henderson.teree@epa.gov](mailto:henderson.teree@epa.gov)

Georgia Environmental Finance Authority  
DBE Compliance Coordinator  
(404) 584-1000

[www.gefa.ga.gov](http://www.gefa.ga.gov)

[dbe\\_compliance@gefa.ga.gov](mailto:dbe_compliance@gefa.ga.gov)

### NOTES:

- (1) The Prime Contractor shall use the necessary resources to identify and directly solicit no less than 3 certified MBE firms and 3 WBE firms to bid in each expected subcontract area or trade.
- (2) If a diligent and documented search of the recommended directories does not identify 3 potential certified MBE firms and 3 potential certified WBE firms, then the Prime Contractor shall post an advertisement in the Owner's local legal organ, the Owner's official website, a regional newspaper in a larger community in the proximity, the Prime Contractor's website, or some other appropriate resource. Whenever possible, post solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (3) Expenditures to a DBE that acts merely as a broker or passive conduit of funds, without performing, managing, or supervising the work of its subcontract in a manner consistent with normal business practices may not be counted.
- (4) The Prime Contractor should attempt to identify and first solicit DBEs in the geographic proximity of the project before soliciting those located farther away.
- (5) Contact the GEFA DBE Compliance Coordinator at (404) 584-1000 or [dbe\\_compliance@gefa.ga.gov](mailto:dbe_compliance@gefa.ga.gov) for further assistance or resources.

**CERTIFICATION BY PROPOSED PRIME CONTRACTOR OR SUBCONTRACTOR  
REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

Proposed Prime Contractor
Proposed Subcontractor

This certification is required pursuant to Executive Order 11246, Part II, Section 203 (b), (30 F.R. 12319-25). Any bidder or prospective prime contractor, or any of the proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such contractor shall be required to submit a compliance report.

(1) Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  
YES \_\_\_\_\_ NO \_\_\_\_\_

(2) Compliance Reports were required to be filed in connection with such contract or subcontract.  
YES \_\_\_\_\_ NO \_\_\_\_\_ (If YES, state what reports were filed and with what agency.)

(3) Bidder has filed all compliance reports due under applicable instructions, including SF-100 (EEO-1 Report).  
YES \_\_\_\_\_ NO \_\_\_\_\_ (If NO, please explain in detail.)

The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

\_\_\_\_\_  
PRINTED NAME & TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR OR SUBCONTRACTOR

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

**CERTIFICATION BY PROPOSED PRIME CONTRACTOR OR SUBCONTRACTOR  
REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBLE MATTERS**

Proposed Prime Contractor
Proposed Subcontractor

Under Executive Order 12549 individuals or organizations debarred from participation in Federal Assistance Programs may not receive an assistance award under federal program or sub-agreement there under for \$25,000 or more. Accordingly each recipient of a State loan or a contract (engineering or construction) awarded under a loan must complete the following certification (see 40 CFR 32.510).

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

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

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

\_\_\_\_\_  
PRINTED NAME & TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR OR SUBCONTRACTOR

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

\_\_\_\_\_ I am unable to certify to the above statements. My explanation is as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I have identified potential DBE certified subcontractors	___ YES	___ NO
--	---------	--------

If yes, please complete the table below. If no, please explain:

Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue  
on back  
if needed

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

# CHANGES TO APPROVED SUBCONTRACTORS FORM

Loan Recipient \_\_\_\_\_ SRF Loan Number \_\_\_\_\_

**CERTIFICATIONS:**

*I certify that the information submitted on and with this form is true and accurate and that this firm has met and will continue to meet the conditions of this construction contract regarding DBE solicitation and utilization. I further certify that criteria used in selecting subcontractors and suppliers were applied equally to all potential participants.*

\_\_\_\_\_  
 (Prime Contractor signature) Date \_\_\_\_\_

\_\_\_\_\_  
 (Printed name and title)

*I certify that I have reviewed the information submitted on and with this form and that it meets the requirements of the Owner's State Revolving Fund loan contract.*

\_\_\_\_\_  
 (Signature of Owner or Owner's representative) Date \_\_\_\_\_

\_\_\_\_\_  
 (Printed name and title)

**GENERAL INFORMATION:**

- 1) If an approved subcontractor is terminated or replaced, please identify this company and briefly state reason.

Subcontractor Name::	Trade
Reason Terminated or Replaced	

- 2) For new or additional subcontractors, list name, trade, address, telephone number, contact person, dollar amount of subcontract, and DBE status.

New Subcontractor Name and Contact Person	Trade
Address	Telephone Number
Dollar Amount	DBE Status

- 1) Attach proof of certification by EPA, SBA, DOT (or by state, local, Tribal, or private entities whose certification criteria match EPA's) for each subcontractor listed as a DBE, MBE, or WBE.
- 2) Attach documentation of Six Good Faith Efforts solicitation effort for all new subcontracts.
- 3) Provide justification for not selecting any certified DBE subcontractor that submitted a low bid for any subcontract area.
- 4) For each subcontractor, attach certifications regarding Equal Employment Opportunity (GEFA-9) and certifications regarding Debarment, Suspension, and Other responsible Matters (GEFA-10)



**DBE ANNUAL REPORT**  
**FORM (5700-52A)**

This form must be completed by recipients of federal financial assistance for procurement of supplies, equipment, construction or services. SRF loan recipients are required to submit this report to GEFA by the 20th of October for the previous period of October 1 through September 30. Please submit a "negative" report even if \$0 is the amount paid to MBE/WBE subcontractors during the reporting period.

ANNUAL REPORT FORM (5700-52A)			
1. PRIME CONTRACTOR		2. REPORTING PERIOD (Complete date using current year.) Period Ending (September 30, _____)	
3. SUBMIT TO: Georgia Environmental Finance Authority Attention: DBE Compliance Coordinator 233 Peachtree Street, N.E. Harris Tower, Suite 900 Atlanta, Georgia 30303 dbe_compliance@gefa.ga.gov		4. LOAN RECIPIENT (Name, Address and Telephone)	
5. LOAN RECIPIENT (OWNER) REPORTING CONTACT	PHONE:	6. TYPE OF FEDERAL FINANCIAL ASSISTANCE PROGRAM (Check one) CWSRF _____ DWSRF _____	7. SRF LOAN NUMBER
8. CONTRACTOR NAME & TOTAL CONSTRUCTION CONTRACT AMOUNT		9. ACTUAL DOLLAR AMOUNT PAID TO MBE/WBE SUBCONTRACTORS THIS PERIOD \$ MBE _____ \$ WBE _____ NEGATIVE REPORT (\$0) ____	
10. RECIPIENT'S MBE/WBE GOALS  MBE 4.0 %      WBE 4.0 %		11. TOTAL DOLLARS SPENT THIS PERIOD MBE            \$ _____ WBE            \$ _____ NON MBE/WBE \$ _____ TOTAL            \$ _____	
12. NAME & TITLE OF AUTHORIZED REPRESENTATIVE OF LOAN RECIPIENT (OWNER).		13. SIGNATURE OF AUTHORIZED REPRESENTATIVE OF LOAN RECIPIENT.	14. DATE
MBE/WBE PAYMENTS MADE DURING PERIOD			
NAME & ADDRESS of DBE (SUB)CONTRACTOR (indicate if MBE or WBE firm)		TOTAL DOLLAR AMOUNT PAID & DATE PAID \$ _____ DATE _____	

## SPECIAL PROVISIONS

- (a) The Prime Contractor is required to pay its subcontractors in accordance with the Georgia Prompt Payment Act (OCGA 13-11).
- (b) The Prime Contractor is required to insert the entirety of the Davis Bacon contract requirements into all subcontracts
- (c) Sewer line and water line crossing of all roads and streets shall be done in accordance with the Georgia Department of Transportation (D.O.T.) Policies and Procedures and must comply with the Ga. D.O.T. Standard Specifications, Construction of Roads and Bridges, 1993 Edition.
- (c) Construction shall be carried out so as to prevent bypassing of wastewater flow and to prevent interruption of drinking water treatment during construction. EPD must receive written notification prior to any reduction in the level of treatment and must approve all temporary modifications to the treatment process prior to the activity.
- (d) Erosion and Sedimentation Control shall be accomplished in accordance with the Georgia Erosion and Sedimentation Control Act of 1975 as currently amended and NPDES General Permits (Storm Water from Construction Sites). See also [www.gaepd.org](http://www.gaepd.org) and [www.gaswcc.georgia.gov](http://www.gaswcc.georgia.gov) for information regarding permits.
- (e) Use of Chemicals: All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in conformance with State and local regulations as appropriate.
- (f) It is the duty of the Prime Contractor, the Owner and the Engineer to ensure the construction of the project, including the letting of contracts in connection therewith, shall comply with all applicable laws and regulations and requirements of the United States of America or any agency thereof, the state of Georgia or any agency thereof, territorial, or any local government laws or political subdivision and ordinances to the extent that such requirements do not conflict with Federal laws and this subchapter.
- (g) EPD, EPA, and GEFA shall have access to the site and the project work at all times.

### BONDS

Bonding requirements for Contracts of \$100,000 or less are contained in the General Conditions. Bond requirements of contracts in excess of \$100,000 are:

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

### SPECIAL NOTICE TO BIDDERS

By the submission of this bid, each bidder acknowledges that he understands and agrees to be bound by the equal opportunity requirements of EPA regulations (40 CFR Part 8, particularly Section 8.4 (b)), which shall be applicable throughout the performance of work under any contract awarded pursuant to this solicitation. Each bidder agrees that if awarded a contract, it will similarly bind contractually each subcontractor. In implementation of the foregoing policies, each bidder further understands and agrees that if awarded a contract, it must engage in affirmative action directed at promoting and ensuring equal employment opportunity in the workforce used under the contract (and that it must require contractually the same effort of all subcontractors whose subcontracts exceed \$10,000.00). The bidder understands and agrees that "affirmative action" as used herein shall constitute a good faith effort to achieve and maintain minority employment in each trade in the on-site workforce used on the project.

# EQUAL EMPLOYMENT OPPORTUNITY NOTICE

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

1. The Offeror's or Bidder's attention is called to the Equal Opportunity Clause which is included in the nondiscrimination Provision and Labor Standards, EPA Form 5720-4 and the Standard Federal Equal Employment Opportunity (EEO) Construction Contract Specifications set forth herein.
2. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

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Goals for minority participation for each trade	<b>4.0 percent</b>
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Goals for female participation for each trade	<b>4.0 percent</b>
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These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

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

3. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical area where the contract is to be performed giving the state, county and city, if any).

## **EEO Construction Contract Specifications (Executive Order 11246)**

### EEO Specifications:

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form, 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations  responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trained programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7(b) above.
  - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
  - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
  - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
  - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 7(a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7(a) through (p) of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes

a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

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

# Davis-Bacon and Related Acts

## Labor Standards Provisions for Federally Assisted Contracts

### Contract Provision for Contracts in Excess of \$2,000.

(1) Minimum wages.

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

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

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, <http://www.dol.gov/whd/govcontracts/dbra.htm> (E-tools)

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

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

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

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

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



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

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

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

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

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

(3) Payrolls and basic records.

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

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly

payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

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

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

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

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

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

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

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

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the

meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

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

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

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

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

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

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

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

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

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

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

(5) Compliance Verification:

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

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

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

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

(e) Subrecipients must provide a report of compliance to the Georgia Environmental Finance Authority detailing compliance efforts and results. This report will be submitted with or prior to the loan recipient's first request for funding of construction costs, prior to final disbursement of funds from the loan, and as requested by the GEFA during the project.

(f) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB coordinator and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

# **INSERT WAGE RATE DETERMINATION HERE**

Wage Rates (for *Heavy Construction*) are state/county specific can be found at:

<http://www.dol.gov/whd/govcontracts/dbra.htm>

Sample Payroll Form (WH-347) is found at:

<http://www.dol.gov/whd/forms/wh347.pdf>

Labor Standards Interview Form (SF-1445) is found at:

<http://www.gsa.gov/portal/forms/download/115910>

Davis-Bacon (WH-1321) poster is found at:

<http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf>  
(English)

<http://www.dol.gov/whd/regs/compliance/posters/davispan.pdf>  
(Spanish)

Fair Labor Standards Act Minimum Wage poster is found at:

<http://www.dol.gov/whd/regs/compliance/posters/minwagebwp.pdf>  
(English)

<http://www.dol.gov/whd/regs/compliance/posters/minwagespbwP.pdf>  
(Spanish)

“EEO Is the Law” poster is found at:

[http://www.eeoc.gov/employers/upload/eeoc\\_self\\_print\\_poster.pdf](http://www.eeoc.gov/employers/upload/eeoc_self_print_poster.pdf)  
(English)

[http://www.eeoc.gov/employers/upload/eeoc\\_self\\_print\\_poster\\_spanish.pdf](http://www.eeoc.gov/employers/upload/eeoc_self_print_poster_spanish.pdf)  
(Spanish)

“EEO Is the Law” poster supplement is found at:

[http://www.eeoc.gov/employers/upload/eeoc\\_gina\\_supplement.pdf](http://www.eeoc.gov/employers/upload/eeoc_gina_supplement.pdf)  
(English)

[http://www.eeoc.gov/employers/upload/eeoc\\_gina\\_supplement\\_spanish.pdf](http://www.eeoc.gov/employers/upload/eeoc_gina_supplement_spanish.pdf)  
(Spanish)

OSHA poster is found at:

<http://www.osha.gov/Publications/osha3165low-res.pdf>  
(English)

<http://www.osha.gov/Publications/osha3167.pdf>  
(Spanish)

# CERTIFIED PAYROLL REVIEW CHECKLIST

(This is a *recommended Certified Payroll Review Checklist for the Owner's use.*)

<b>CONTRACT ID</b>  City of CW/DWSRF#00 - 000	<b>PRIME CONTRACTOR/SUBCONTRACTOR</b>  X Construction
<b>GENERAL WAGE DECISION AND DATE</b>  (Insert number & date)	<b>PAYROLL PERIOD ENDING</b>

**INSTRUCTIONS:** This checklist is to be used in conjunction with projects requiring Davis-Bacon Wage Rates and compliance reviews. All certified payrolls are to be date stamped upon receipt from the prime contractor.

**Payroll Information Checklist:**

- \_\_\_\_\_ Prime Contractor's or subcontractor's name and address
- \_\_\_\_\_ Contract ID numbers (GEFA SRF No.)
- \_\_\_\_\_ Week ending.
- \_\_\_\_\_ Project location.
  
- \_\_\_\_\_ Employee ID or Last 4 digits of Social Security Number
  - \_\_\_\_\_ Social Security Number removed
  - \_\_\_\_\_ Employee's work classification
  - \_\_\_\_\_ Identification of OJTs, apprentices and program levels (%) on payrolls.
  - \_\_\_\_\_ Verify that OJT and Apprentice Program documentation is in project files.
  
- \_\_\_\_\_ Daily and weekly employee hours worked in each job classification.
  - \_\_\_\_\_ Daily and weekly employee overtime (or premium) hours worked
  - \_\_\_\_\_ Total weekly hours worked on all jobs (prevailing and non-prevailing wage).
  - \_\_\_\_\_ Base rate shown for each employee, overtime (or premium) rate shown when worked.
  - \_\_\_\_\_ Verify correct wage rates are being paid.
  - \_\_\_\_\_ Verify overtime is being paid correctly (over 40 hrs/wk, and Time and a half)
  - \_\_\_\_\_ Week's gross wages
  - \_\_\_\_\_ Week's itemized deductions.
  - \_\_\_\_\_ Week's net wages paid
  
- \_\_\_\_\_ Compliance statement attached.
  - \_\_\_\_\_ Method of fringe benefit payment described by checking either box (4)(a) or (4)(b).
  - \_\_\_\_\_ Fringe benefit package information in file and updated as needed (if 4(a) is checked)
  - \_\_\_\_\_ Exceptions explanation for fringe benefit (4)(c).
  - \_\_\_\_\_ Signature.

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**Compliance Review Checklist (for field reviews):**

- \_\_\_\_\_ Verify work classifications reported are consistent with the work performed.
- \_\_\_\_\_ Compare payrolls with wage rate interviews when conducted.
- \_\_\_\_\_ Compare number of employees and hours worked with project documentation.

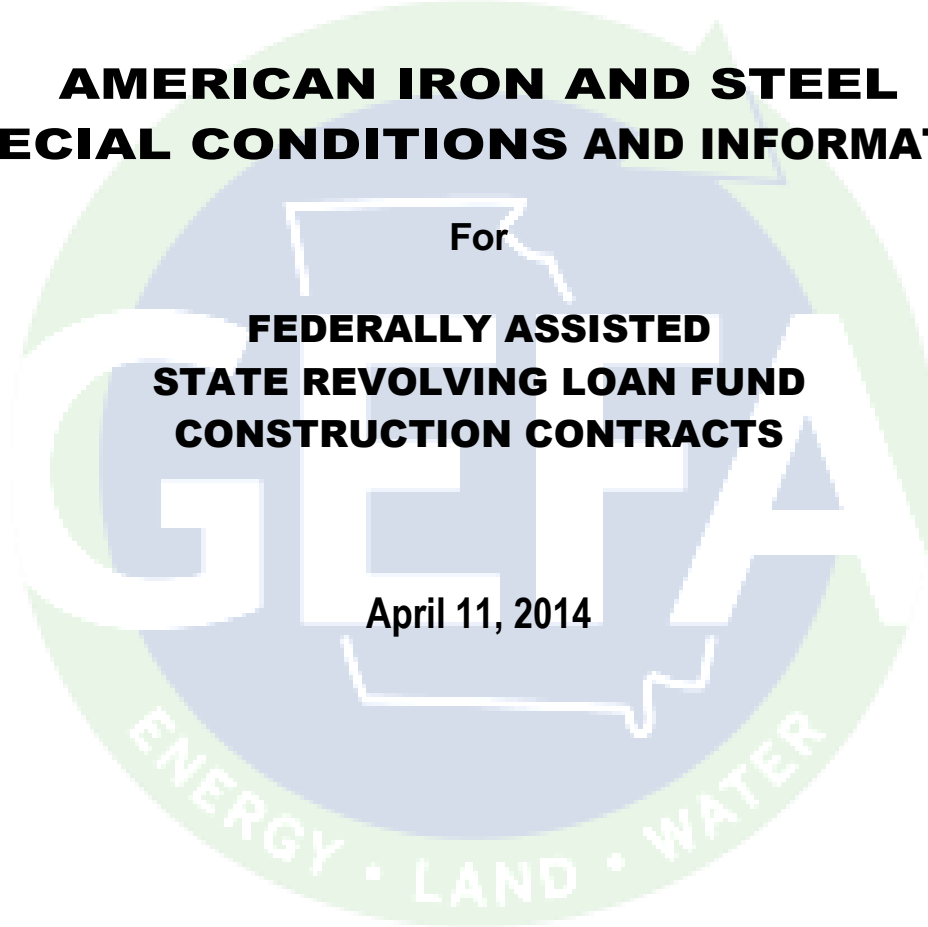
<b>REVIEWED BY:</b>	<b>DATE</b>
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# GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

## **AMERICAN IRON AND STEEL SPECIAL CONDITIONS AND INFORMATION**



For

### **FEDERALLY ASSISTED STATE REVOLVING LOAN FUND CONSTRUCTION CONTRACTS**

April 11, 2014

*The following standard language must be incorporated into construction contract documents and in all solicitations for offers and bids for all construction contracts or subcontracts to be funded, in whole or in part, through the Federally-assisted State Revolving Fund in the State of Georgia for projects subject to the American Iron and Steel requirements.*

*These Special Conditions shall not relieve the participants in this project of responsibility to meet any requirements of other portions of this construction contract or of other agencies, whether these other requirements are more or less stringent. The requirements in these Special Conditions must be satisfied in order for work to be funded with the State Revolving Fund.*

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<b>Appendix 3 – P.L. 113-76, Consolidated Appropriations Act, 2014</b>	<b>GEFA/AIS-11</b>

## GENERAL REQUIREMENTS

These Special Conditions are based on guidance provided by the United States Environmental Protection Agency (EPA). Public Law 113-76, the Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel" (AIS) requirement that requires State Revolving Loan Fund (SRF) assistance recipients to use iron and steel products that are produced in the United States for projects in this project. A copy of Section 436 of the Act is found in Appendix 3.

The products and materials subject to these requirements will be defined in Appendix 1 of these special conditions.

The Owner must maintain documentation of compliance with the AIS requirements. The documentation that the Owner maintains will be subject to review and audit by representatives of the state of Georgia, the EPA, the EPA Office of the Inspector General, and other federal authorities.

The Prime Contractor must provide certifications of compliance for all products subject to AIS requirements to the Owner prior to requesting payments for those products. The Owner or the Engineer may require certifications of compliance with submittals and shop drawings for these products as part of the submittal review process.

All manufacturing processes for a covered iron or steel product, as further defined in Appendix 1, must take place in the United States. If a covered product is taken out of the US for any part of the manufacturing process, it becomes foreign source material.

The EPA recommends the use of a step certification process to document the locations of the manufacturing processes involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer, processor, etc.) of the iron and steel products certifies that its step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification should include the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. Attached in Appendix 2 is a sample step certification.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes for the product and for its iron and steel components occurred in the United States. The EPA states that additional documentation may be needed if the certification lacks important information and recommends step certification as the best practice. A sample final manufacturer certification is attached in Appendix 2.

The Prime Contractor may document that incidental and generally low cost components, as defined in Appendix 1, are compliant with AIS requirements under the De Minimis Waiver issued by the EPA. For these items, the Contractor must provide the Owner with documentation of costs for these items, including invoices, and a report of types and categories of materials to which the waiver is applied, the total cost of incidental components covered by the waiver for each category, and the calculations by which the total cost of materials incorporated into the project was determined. A sample De Minimis report is attached in Appendix 2.

Contractor, supplier, and manufacturer records are subject to review and audit by the EPA, its Inspector General, and other federal authorities.

Failure to comply with these requirements may delay, limit, or prevent the disbursement of SRF funds to the Owner. Violations of AIS requirements will require correction by the Contractor as determined by the Owner and Engineer, including replacement of deficient products with compliant products and compensation for costs and other damages that may result. Violations may also subject the Owner, the Contractor, and suppliers to other enforcement actions within the discretion of the EPA and other federal authorities.

The Act permits EPA to issue waivers for a case or category of cases in which EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent. The Contractor should notify the Owner and Engineer immediately if it finds that a waiver may be required.

By submitting a bid for this project and by executing this construction contract, the Contractor acknowledges to and for the benefit of the Owner and the state of Georgia that it understands that the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund or the Drinking Water State Revolving Fund and that Federal law authorizing these Funds contains provisions commonly known as "American Iron and Steel" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and the state of Georgia that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the state of Georgia. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or the state of Georgia to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or the state of Georgia resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the state of Georgia or any damages owed to the state of Georgia by the Owner). The Owner and the Contractor agree that the state of Georgia, as a lender to the Owner for the funding of its project, is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the state of Georgia.

## Appendix 1 – Definitions

For purposes of the Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the project:

Lined or unlined pipes or fittings;  
Manhole Covers;  
Municipal Castings (defined in more detail below);  
Hydrants;  
Tanks;  
Flanges;  
Pipe clamps and restraints;  
Valves;  
Structural steel (defined in more detail below);  
Reinforced precast concrete (defined in more detail below); and  
Construction materials (defined in more detail below).

**Product primarily of iron or steel:** The product must be made of greater than 50% iron or steel, measured by cost. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required, except as required for reinforced precast concrete. If a product is composed of more than 50% iron or steel, but is not listed in Section 436 (a) (2) of the Act, it is not required to be produced in the US. Alternatively, the iron or steel in such a product can be sourced from outside the US.

**Steel:** An alloy that includes at least 50 percent iron and between 0.02 and 2 percent carbon and may include other elements. Other alloys of iron are not required to be produced in the US.

**Produced in the United States:** Production in the US of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US 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. Non-iron 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.

**Municipal Castings:** Municipal castings are 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 surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings include access hatches, ballast screen, benches, bollards, cast bases, cast iron hinged hatches, cast iron riser rings, catch basin inlets, cleanout/monument boxes, construction covers and frames, curb and corner guards, curb openings, detectable warning plates, downspout shoes, drainage grates, frames & curb inlets, inlets, junction boxes, lampposts, manhole covers, rings & frames, risers, meter boxes, steel hinged hatches, steel riser rings, trash receptacles, tree grates, tree guards, trench grates, and valve boxes.

**Structural Steel:** Structural steel is rolled flanged shapes, having at least one dimension of their cross-section 3 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 H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

**Reinforced Precast Concrete:** While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing rebar must be produced in the US 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 US. 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 rebar is considered to be a construction material and must be produced in the US.

**Construction Materials subject to AIS:** Construction materials are those articles, materials, or supplies made primarily of iron and 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”. This includes, but is not limited to, the following products: welding rods, wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, gates, and screens.

**Construction Materials not subject to AIS:** Mechanical and/or electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples, including their appurtenances necessary for their intended use and operation, are NOT considered construction materials: pumps, motors, gear reducers, drives, variable frequency drives (VFDs), mixers, blowers/aeration equipment, compressors, meters, electric/pneumatic/manual accessories used to operate valves (such as valve actuators), gates, motorized screens (such as traveling screens), sensors, controls, switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, dewatering equipment, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, and analytical instrumentation.

Items temporarily used during construction, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel. For example, trench boxes or scaffolding are not considered construction materials subject to AIS requirements.

**Incidental Components compliant with AIS under the De Minimis Waiver:** This waiver permits the use of de minimis incidental components that may otherwise be prohibited under AIS. These de minimis items may cumulatively comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into the project. The cost of an individual item may not exceed 1 percent of the total cost of the materials used in and incorporated into the project.

These items are miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are permanently incorporated into the project. For many of these incidental components, the country of manufacture and the availability of alternatives are not always readily or reasonably identifiable prior to procurement in the normal course of business. For other incidental components, the country of manufacture may be known, but the miscellaneous character in conjunction with the low cost, individually and in total, as typically procured in bulk, mark them as properly incidental. Examples of incidental components include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube.

Examples of items that are not incidental and are not covered by the De Minimis Waiver include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures.

Items covered as compliant under this waiver must be documented in a report to the Owner to demonstrate that they are both incidental and that they fall within the cost allowances of this waiver. The costs of these items must be documented by invoices. The report must include a listing of types and categories of materials to which the waiver is applied, the total cost of incidental components covered by the Waiver for each category, and the calculations by which the total cost of materials incorporated into the project was determined.

## **Appendix 2 – Sample Certifications Step Certification**

The following information is provided as a sample letter of step certification for American Iron and Steel compliance. Documentation must be provided on company letterhead. This is to be provided by each handler (supplier, fabricator, manufacturer, processor, etc.). Each time a step in the manufacturing process takes place, the handler delivers its work along with a certification of its origin.

Date

Company Name  
Company Address  
City, State Zip

Subject: American Iron and Steel Step Certification for Project (Insert project name and SRF number)

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

List of items, products and/or materials:

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

Signed by company representative



## **Appendix 2 – Sample Certifications**

### **Final manufacturer certification**

The following information is provided as a sample letter of the final manufacturer to certify American Iron and Steel compliance for the entire manufacturing process. Documentation must be provided on company letterhead.

Date

Company Name  
Company Address  
City, State Zip

Subject: American Iron and Steel Certification for Project (Insert project name and SRF number)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement of P.L. 113-76 and as mandated in EPA's State Revolving Fund Programs.

List of items, products and/or materials:

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

Signed by company representative

## Appendix 2 – Sample Certifications Contractor De Minimis Report

**Owner:** (Owner Name)

**SRF Project No:** (SRF Number)

**Project Description:** (Contract title or brief description)

**Date:** (Date of report)

**Submitted by (name & title):** (Contractor representative)  
Company Name

**LIST OF MATERIALS  
OR CATEGORIES OF MATERIALS  
PERMANENTLY INCORPORATED  
INTO THE PROJECT**

	<b>COST</b>
Category or Item	\$1,000.00
Category or Item	\$1,000.00
Category or Item	\$1,000.00
Category or Item	\$1,000.00
Category or Item	\$1,000.00
Category or Item	\$1,000.00
Category or Item	\$1,000.00
Category or Item	\$1,000.00
Category or Item	\$1,000.00
Category or Item	\$1,000.00

**Total Permanent Materials** **\$10,000.00**

<b>1 % of total material cost</b>	<b>\$100.00</b>	<b>Maximum cost for individual item waived</b>
<b>5 % of total material cost</b>	<b>\$500.00</b>	<b>Maximum cumulative cost for category waived</b>

**LIST OF MATERIALS  
OR CATEGORIES OF MATERIALS  
COVERED BY  
DE MINIMIS WAIVER**

	<b>COST</b>	<b>COMPLIANT (Yes/No)</b>
Category or Item	\$100.00	Yes
Category or Item	\$100.00	Yes
Category or Item	\$100.00	Yes
Category or Item	\$100.00	Yes
Category or Item	\$100.00	Yes

**Total De Minimis Items** **\$500.00** **Yes**

**INVOICES ATTACHED FOR DE MINIMIS ITEMS.**

## Appendix 3 – P.L. 113-76, Consolidated Appropriations Act, 2014

The Act states:

Sec. 436 (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, 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) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency’s capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.



Superseded General Decision Number: GA20220291

State: Georgia

Construction Type: Heavy

Counties: Barrow, Bartow, Butts, Carroll, Cherokee, Clayton, Coweta, Dawson, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Haralson, Heard, Henry, Jasper, Lamar, Meriwether, Morgan, Newton, Paulding, Pickens, Pike, Rockdale, Spalding and Walton Counties in Georgia.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

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

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

SUGA2017-006 04/15/2021

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 19.99	0.00
CARPENTER, Excludes Form Work....	\$ 21.64	3.90
CEMENT MASON/CONCRETE FINISHER...	\$ 19.02	3.29
ELECTRICIAN.....	\$ 28.39	9.15
LABORER: Common or General.....	\$ 13.98 **	1.38
LABORER: Pipelayer.....	\$ 17.11	3.23
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 24.17	4.70
OPERATOR: Bulldozer.....	\$ 16.29	0.00
OPERATOR: Crane.....	\$ 25.45	0.00
OPERATOR: Loader.....	\$ 17.86	0.65
OPERATOR: Roller.....	\$ 11.89 **	0.00
PIPEFITTER.....	\$ 24.72	13.82

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date

for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

4.) All decisions by the Administrative Review Board are final.



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END OF GENERAL DECISIO"



## Part 1 General

### 1.1 Section Includes

- A. Work by Contractor.
- B. Work by Owner.
- C. Contractor Use of Site and Premises
- D. Quantities

### 1.2 Work by Contractor

- A. The work to be performed under this Contract shall consist of furnishing all labor, materials, tools, equipment and incidentals and performing all work required to construct complete in place and ready to operate the improvements shown in the Contract Documents. These improvements include, but are not limited to, the following:
  - 1. The project consists of the removal and replacement of stormwater lines, cured in place lining of existing stormwater lines, the relocation of a water main within the project area, the installation of a gravity sewer doghouse manhole and sewer line within the project area, and all associated appurtenances and restoration.
- B. All work described above shall be performed as shown on the Drawings and as specified.
- C. Project Location
  - 1. The equipment and materials to be furnished will be installed at the locations shown on the Drawings. The project area is along Mitchell Avenue and Plymouth Drive in the Terrell Heights subdivision located in Cartersville, Georgia.

### 1.3 Work by Owner

- A. The Owner has awarded a contract which will commence on \_\_\_\_\_, 20\_\_.  
Work under this contract will include:
  - 1. The plans call for a 2-inch gas main to be relocated. This work will be performed by the City of Cartersville.

2. Contractor shall coordinate directly with the sequencing of work to install the storm, water, and sewer within the relocated gas main area along Plymouth Drive.

B. The Contract Documents for this Work are available for inspection at (specify location – typically Owner’s office).

#### 1.4 Contractor Use of Site and Premises

A. See Section 01 35 00.

#### 1.5 Quantities

A. The Owner reserves the right to alter the quantities of work to be performed or to extend or shorten the improvements at any time when and as found necessary, and the Contractor shall perform the work as altered, increased or decreased. Payment for such increased or decreased quantity will be made in accordance with the Instructions to Bidders. No allowance will be made for any change in anticipated profits nor shall such changes be considered as waiving or invalidating any conditions or provisions of the Contract and Bond.

### Part 2 Products

(NOT USED)

### Part 3 Execution

(NOT USED)

END OF SECTION

## Part 1 General

### 1.1 Scope

- A. The Bid lists each item of the Project for which payment will be made. No payment will be made for any items other than those listed in the Bid.
- B. Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the Bid, and which are not specified in this Section to be measured or to be included in one of the items listed in the Bid, shall be considered as incidental to the work. All costs thereof, including Contractor's overhead costs and profit, shall be considered as included in the lump sum or unit prices bid for the various Bid items. The Contractor shall prepare the Bid accordingly.
- C. Work includes furnishing all plant, labor, equipment, tools and materials, which are not furnished by the Owner and performing all operations required to complete the work satisfactorily in place as specified and as indicated on the Drawings.

### 1.2 Descriptions

- A. Measurement of an item of work will be by the unit indicated in the Bid.
- B. Final payment quantities shall be determined from the record drawings. The record drawing lengths, dimensions, quantities, etc. shall be determined by a survey after the completion of all required work. Said survey shall conform to Section 01 78 39 of these Specifications. The precision of final payment quantities shall match the precision shown for that item in the Bid.
- C. Payment will include all necessary and incidental related work not specified to be included in any other item of work listed in the Bid.
- D. Unless otherwise stated in individual sections of the Specifications or in the Bid, no separate payment will be made for any item of work, materials, parts, equipment, supplies or related items required to perform and complete the work. The costs for all such items required shall be included in the price bid for item of which it is a part.
- E. Payment will be made by extending unit prices multiplied by quantities provided and then summing the extended prices to reflect actual work. Such price and payment shall constitute full compensation to the Contractor for furnishing all plant, labor, equipment, tools and materials not furnished by the Owner and for performing all operations required to provide to the Owner the entire Project complete in place as specified and as indicated on the Drawings.
- F. "Products" shall mean materials or equipment permanently incorporated into the work.

### 1.3 Clearing and Grubbing

- A. No separate payment shall be made for clearing and grubbing.

- B. The cost of moving and reestablishing landscape features, including labor and materials, shall be included in the unit price bid for the item to which it pertains.

## 1.4 Erosion and Sedimentation Control

### A. General

1. Payment for erosion and sedimentation control shall constitute full compensation for all material, labor, equipment, and incidentals to install and maintain the measures indicated in the approved Storm Water Pollution Prevention Plan (SWPPP) to comply with the Georgia Environmental Protection Division (GAEPD) regulations.
2. No payment will be made for any portion of the Project for which temporary erosion and sedimentation controls are not properly maintained.
3. Quantities for payment shall be based upon actual quantity constructed and authorized by the Owner.
4. No separate payment shall be made for NPDES Permit Specialty Work.

## 1.5 Trench Excavation and Backfill

- A. No separate or additional payment will be made for any special or unique method, means, techniques or equipment necessary for the Contractor's compliance with these Specifications, regulatory requirements, permits, laws or regulations which govern this Project.
- B. Trench Excavation: No separate payment will be made for trench excavation. All costs shall be included in the unit price bid for the item to which it pertains at the appropriate depth.
- C. Sheeting, Bracing and Shoring: No separate payment will be made for providing any sheeting, bracing and shoring.
- D. Rock Excavation: No separate payment will be made for rock excavation. The cost of such work and all associated costs shall be included in the unit price for the item to which it pertains.
- E. Dewatering Excavations: All costs of equipment, labor and materials required for dewatering shall be included in the price bid for the item to which it pertains.
- F. Trench Foundation and Stabilization
  1. No payment will be made for trench foundation and stabilization. All costs of equipment, labor and materials required for trench foundation and stabilization shall be included in the price bid for the item to which it pertains.
- G. Bedding and Haunching
  1. No additional payment will be made for additional trench depth.

2. No separate payment will be made for material used to provide specified bedding. The cost of all bedding materials shall be included in the unit price bid for the item to which it relates, except for trench stabilization.
3. No separate or additional payment will be made for using a higher class bedding as a result of these Specifications requiring a higher class bedding due to the depth of cover over the pipe.
4. No additional payment will be made for improved bedding required to compensate for over excavation of the trench.

#### H. Initial Backfill

1. No separate payment shall be made for initial backfill.
2. No separate payment shall be made for drying out the initial backfill material in order to meet the compaction requirements.
3. No separate payment shall be made for the adding of moisture to the initial backfill materials in order to meet the compaction requirements.
4. No separate payment shall be made for providing select backfill material if the insitu material cannot meet the compaction requirements, except as may be allowed in Paragraph K of this Article of the Specifications.

#### I. Final Backfilling

1. No additional payment will be made for additional material when excavated materials are used.
2. No separate payment shall be made for drying out the final backfill material in order to meet the compaction requirements.
3. No separate payment shall be made for the adding of moisture to the final backfill materials in order to meet the compaction requirements.
4. No additional payment will be made for providing select backfill material if the insitu material cannot meet the compaction requirements, except as may be allowed in Paragraph K of this Article of the Specifications.

#### J. Select Backfill

1. No payment will be made for select backfill unless authorized by the Owner.
2. No payment shall be made for select backfill where in situ soils do not meet the moisture requirements.
3. Paragraph D of this Article of the Specifications state the methods of payment for select backfill material associated with rock excavation.
4. If authorized by the Owner, measurement for payment shall be based on a trench width equal to the outside diameter of the pipe barrel plus two feet, and a depth measured at the pipe centerline, from the top of the unsuitable material to

the bottom of the unsuitable material or the specified bottom of the trench, whichever has the higher elevation. If under pavement, the measured depth shall be extended to the pavement sub grade. No payment will be made for additional excavation as a result of the Contractor's means and methods such as trench box width or sloped trenches, even if these measures are taken as a result of OSHA requirements or other reasons.

## 1.6 Removing and Replacing Pavement

- A. Payment for removing and replacing pavement, for asphalt pavement, concrete pavement, gravel driveways, gravel parking areas or concrete sidewalks will be made as a separate item based on the conditions set forth in Paragraphs B, C, and E below. The unit price bid shall include all costs associated with removing and replacing pavement, gravel driveways, gravel parking areas or sidewalks, including providing select backfill if necessary, traffic control and temporary measures for maintaining traffic.
- B. Payment shall be made only for those areas which are shown on the Drawings for pavement, gravel driveways, gravel parking areas or sidewalks to be removed and replaced.
- C. Under no circumstances, including if pavement, gravel driveways, gravel parking areas or sidewalks are damaged due to collapsing soils or the Contractor's means and methods, shall additional payment be made for removing and replacing pavement, gravel driveways, gravel parking areas or sidewalks. The Contractor shall prepare the Bid accordingly if there are areas which it believes pavement, gravel driveways, gravel parking areas or sidewalk damage is not avoidable but is not indicated on the Drawings to be eligible for payment.
- D. Payment for soils testing shall be made from the "soils and concrete testing" cash allowance. No payment shall be made for tests that fail to verify required results.
- E. Payment will be made for removing and replacing damaged or removed adjacent curb and gutter under the curb and gutter item in the bid form. Measurement will be in linear feet of curb and gutter installed.
- F. Payment will be made for the milling and overlaying of pavement over the extents shown on the Drawings and under the asphalt mill and overlay item in the bid form. Measurement will be in square yards of pavement milled and overlaid.

## 1.7 Water Mains and Accessories

- A. Existing Utilities and Obstructions
  - 1. No separate payment will be made for any delay or extra cost encountered by the Contractor due to protection, avoidance or relocation of existing utilities, mains or services shown or not shown on the Drawings.
  - 2. No separate payment will be made for reconnecting services lines (water, sewer, gas, etc.) that are damaged or disconnected as a result of construction.



3. Horizontal Conflict: No separate payment shall be made for changing the horizontal alignment of the water main to avoid a horizontal conflict, except where authorized for additional fittings and/or pipe.
  4. Vertical Conflict: No separate payment shall be made for lowering the water main alignment to avoid a vertical conflict, except where authorized for additional fittings. No payment shall be made for relocation of existing utilities.
- B. Construction Along Highways, Streets and Roadways: No separate payment shall be made for traffic control or maintaining highways, streets, roadways and driveways.
- C. Location and Grade
1. No separate payment shall be made for any surveying performed by the Contractor to establish or confirm the location of reference points, right-of-ways or easements or location and grade of the water main.
- D. Laying and Jointing Pipe and Accessories
1. Payment for Water Main shall be made for the quantity installed. Measurement for payment shall be made along the centerline of the pipe, through valves and fittings. No payment shall be made for sections of pipe which are not installed. Payment shall be made under the 6" DIP water main item in the bid form. Measurement will be in linear feet pipe. Price is to include all trenching, bedding, and backfill and compaction associated with the installation of the 6" DIP water main.
  2. Fittings
    - a. There shall be no separate payment for fittings.
    - b. Payment for fittings shall be included within the cost for the pipe.
  3. No additional payment will be made for replacement of defective materials.
  4. Polyethylene Encasement: There shall be no separate payment for polyethylene encasement. Cost for polyethylene encasement should be included in the cost of the pipe
  5. No separate payment shall be made for detection tape.
  6. No payment will be made for cutting and beveling pipe.
  7. Solid Sleeves: No payment for solid sleeves will be made for these items. Cost for solid sleeves should be included in the cost of the pipe. No payment shall be made for fittings provided due to the Contractor's sequence of construction, layout problems or repairs, except for those shown on the Drawings or specified.
- E. Connections to Existing Pipelines: No payment will be made for connections to the existing water main. The cost for connections to the existing pipe should be included in the cost of pipe.

## F. Thrust Restraint

1. No separate payment will be made for thrust restraint, including retainer glands, except where concrete thrust collars are installed. The cost of all required work shall be included in the unit price bid item for related items.

## G. Clean-Up, Testing, and Disinfection

1. Payment for clean-up, testing, and disinfection shall be included in the cost of pipe. Any other cost for labor, material and equipment required shall be included in the unit price bid for Water Main.

## H. 6-Inch Line Stop: No separate payment for the installation and removal of the line stops. Price for the line stop should be included in the cost of the water main.

## 1.8 Sewers and Accessories

## A. Existing Utilities and Obstructions

1. Horizontal Conflict: Payments for conflicts with existing utilities shall be made only where additional manholes and/or additional lengths of pipe are approved by the Engineer. Said payment shall be made at the unit prices in the Bid. No other payment will be made for any delay or extra cost encountered by the Contractor due to protection, avoidance or relocation of existing utilities, mains or services or changing the horizontal alignment of the sewer.
2. Vertical Conflict: Where authorized by the Engineer, payment for additional depth of cut required to avoid vertical conflicts shall be made at the unit prices bid for gravity sewer. No payment will be made for relocation of existing utilities.

## B. Location and Grade

1. No separate payment shall be made for survey work performed by or for the Contractor in the establishment of reference points, bench marks, cut sheets, limits of right-of-way or easement, including their restoration, as well as centerline or baseline points.

## C. Construction Along Highways, Streets and Roadways: No separate payment shall be made for traffic control or maintaining highways, streets, roadways and driveways.

## D. Laying and Jointing Pipe and Accessories

1. Measurement for payment at the unit price for gravity sewer shall be made from centerline of manhole to centerline of manhole or to inside face of structure wall penetrated and will be under 8" DIP sewer item in the bid form. Depth of cut shall be measured from pipe invert to ground level at pipe centerline. Cut sheets prepared by the Contractor and approved by the Owner's Resident Inspector shall be the basis for payment.
2. No additional payment will be made for replacement of defective materials.

3. No additional payment will be made for maintaining flow while placing the new sewer in service.
  4. No separate payment will be made for abandoning or removing existing sewers. For sewers that are to be removed, no additional payment will be made for removing the sewer from its trench, disposing it off-site, or any other incidental requirements.
  5. No separate payment shall be made for detection tape.
  6. No payment will be made for cutting and beveling pipe.
  7. No separate payment shall be made for flexible pipe couplings required to connect pipes of dissimilar materials.
- E. Manhole and Precast Concrete Product Construction
1. 48" Sanitary Sewer Doghouse Manhole: The unit price bid for Manhole Over Existing Sewer shall include all costs for labor and materials required to cut the existing pipe, install the new manhole and maintain continuous transmission of flows around the manhole and shall be under the 48" sanitary sewer doghouse manhole in the bid form.
- F. Clean-up and Testing
1. Payment for Clean-up and Testing shall be made at the unit price shown for clean-up and testing. Any other cost for labor, materials and equipment required for clean-up shall be included in the unit price bid for the item to which it pertains. No payment for clean-up and testing shall be made for any length of line unless both testing and clean-up have been performed satisfactorily for that segment of line for which payment is being requested.
  2. All costs for clean-up and testing of all piping within the payment limits of the lump sum Clean-up and Testing bid item.

## 1.9 Storm Pipe Cured-In-Place Rehabilitation

- A. Payment will be made at the unit price bid for each diameter and CIPP thickness constructed and will be under the cured in place pipe lining of 24" CMP in the bid form. Quantities shall be determined from field measurements verified in writing by the Engineer. Post inspection videos conforming to Section 33 01 30.73 of these Specifications shall be submitted to and reviewed and approved by the Engineer prior to application for payment of the completed CIPP.
- B. Measurement shall be from centerline of manhole to centerline of manhole.
- C. No additional payment will be made for additional work items required to rehabilitate and test the work to the level specified in Section 33 01 30.73.

## 1.10 Storm Pipe

- A. Payment for Storm Pipe shall be made for the quantity installed per the pipe size designated within the bid form. Measurement for payment shall be made along the center-line of the pipe. No payment shall be made for sections of pipe which are not installed. Payment is to include all trenching, bedding, and backfill and compaction associated with the installation of the various storm pipes.

## 1.11 Storm Drainage Structures / Junction Boxes

- A. Payment for Storm junction boxes shall be made for the quantity installed as identified in the drawings. Measurement for payment shall be made for each junction box installed as per the drawings. Payment is to include all trenching, bedding, and backfill and compaction associated with the installation of the junction boxes/structures.
- B. Payment for the headwall shall be made for the quantity installed. Measurement for payment shall be made for each headwall installed as per the drawings. Payment is to include all excavation, bedding, and backfill and compaction associated with the installation of the headwalls.

## 1.12 Tree Removal

- A. Payment for tree removal shall be made for a lump sum amount. Measurement for payment shall be made for the trees identified on the drawings along Plymouth Drive. The lump sum bid shall include all labor, materials, and equipment to remove the trees identified with in the drawings.

## 1.13 Site Restoration

- A. Payment for site restoration lump sum bid shall be made for removal and replacement of concrete driveways, sidewalks, removal and replacement of fencing and landscaping required for the project. The lump sum bid shall include all labor, materials, and equipment to perform this work.

## 1.14 Cash Allowances

- A. General
  - 1. The Contractor shall include in the Bid Total all allowances stated in the Contract Documents. These allowances shall cover the net cost of the services provided by a firm selected by the Owner. The Contractor's handling costs, labor, overhead, profit and other expenses contemplated for the original allowance shall be included in the items to which they pertain and not in allowances.
  - 2. No payment will be made for nonproductive time on the part of testing personnel due to the Contractor's failure to properly coordinate testing activities with the work schedule or the Contractor's problems with maintaining equipment in good working condition. The Contractor shall make all necessary excavations and shall supply any samples of materials necessary for conducting compaction and density tests.

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3. No payment shall be provided for services that fail to verify required results.
- B. Should the net cost be more or less than the specified amount of the allowance, the Contract will be adjusted accordingly by change order. The amount of change order will not recognize any changes in handling costs at the site, labor, overhead, profit and other expenses caused by the adjustment to the allowance.
  - C. Documentation
    1. Submit copies of the invoices with each periodic payment request from the firm providing the services.
    2. Submit results of services provided which verify required results.
  - D. Schedule of Cash Allowances
    1. Soils and Concrete Testing: Allow the amount provided in the Bid for the services of a geotechnical engineering firm and testing laboratory to verify soils conditions including trench excavation and backfill, and similar issues and for the testing of concrete cylinders for poured in place concrete.
    2. Record Drawing Survey
      - a. This allowance is solely for the use of the Owner for purposes of obtaining accurate record drawing information. The presence of this cash allowance in no way relieves the Contractor of the responsibility of installing reference points, centerlines, temporary bench marks, verifying that the work has been performed accurately or recording, maintaining and providing to the Engineer record documents as described in Section 01 78 39 of these Specifications.
    3. CIPP Testing
      - a. Cured In Place Pipe Testing Laboratory Services: Allow the amount provided in the Bid for the services of a testing laboratory to verify that the installed CIPP meets these Specifications.

END OF SECTION



## Part 1 General

### 1.1 Scope

This section outlines the restrictions and requirements for substitutions, product and manufacturer options, and construction method options.

### 1.2 Definitions

- A. For the purposes of these Contract Documents, a “substitute item” shall be defined as one of the following:
  - 1. A product or manufacturer offered as a replacement to a specified product or manufacturer.
  - 2. A product or manufacturer offered in addition to a specified product or manufacturer.
- B. For the purposes of these Contract Documents, a “substitute construction method” shall be defined as one of the following:
  - 1. A mean, method, technique, sequence or procedure of construction offered as a replacement for a specified mean, method, technique, sequence or procedure of construction.
  - 2. A mean, method, technique, sequence or procedure of construction offered in addition to a specified mean, method, technique, sequence or procedure of construction.

### 1.3 General

- A. An item or construction method, which is offered where no specific product, manufacturer, mean, method, technique, sequence or procedure of construction is specified or shown on the Drawings, shall not be considered a substitute and shall be at the option of the Contractor, subject to the provisions in the Contract Documents for that item or construction method.
- B. For products specified only by a referenced standard, the Contractor may select any product by any manufacturer, which meets the requirements of the Specifications, unless indicated otherwise in the Contract Documents.
- C. If the manufacturer is named on the Drawings or in the Specifications as an acceptable manufacturer, products of that manufacturer meeting all requirements of the Specifications and Drawings are acceptable.
- D. Whenever the Engineer's design is based on a specific product of a particular manufacturer, that manufacturer will be shown on the Drawings and/or listed first in the list of approved manufacturers in the Specifications. Any Bidder intending to furnish products of other than the first listed manufacturer, or furnish substitute items, shall:

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**Substitution Procedures**

1. Verify that the item being furnished will fit in the space allowed, perform the same functions and have the same capabilities as the item specified,
2. Include in its Bid the cost of all accessory items which may be required by the other listed substitute product,
3. Include the cost of any architectural, structural, mechanical, piping, electrical or other modifications required, and
4. Include the cost of required additional work by the Engineer, if any, to accommodate the item.

## 1.4 Approvals

Approval, of a substitution as an acceptable manufacturer, of the Engineer is dependent on determination that the product offered is essentially equal in function, performance, quality of manufacture, ease of maintenance, reliability, service life and other criteria to that on which the design is based; and will require no major modifications to structures, electrical systems, control systems or piping systems.

## 1.5 Substitutions and Options

### A. After Notice to Proceed

1. Substitute items will be considered only if the term "equal to" precedes the names of acceptable manufacturers in the Specification.
2. Where items are specified by referenced standard or specified as indicated in Article 1.3, Paragraph B above, such items shall be submitted to the Engineer for review.
3. The Contractor shall submit shop drawings on the substitute item for the Engineer's review in accordance with Section 01 33 00.

### B. Prior to Opening of Bids

1. No consideration or approvals will be made for products specified by a referenced standard, or specified as indicated in Article 1.3, Paragraph B, above. Such consideration may occur only after the Notice to Proceed.
2. No consideration or approvals will be made for products being offered where the term "equal to" precedes the name of an approved product. Such substitution consideration may occur only after the Notice to Proceed.

## Part 2 Products

(NOT USED)



## Part 3 Execution

(NOT USED)

END OF SECTION



## Part 1 General

### 1.1 Scope

- A. Work under this Section includes all scheduling and administering of pre-construction and progress meetings as herein specified and necessary for the proper and complete performance of this work.
- B. Scheduling and Administration by Engineer:
  - 1. Prepare agenda.
  - 2. Make physical arrangements for the meetings.
  - 3. Preside at meetings.
  - 4. Record minutes and include significant proceedings and decisions.
  - 5. Distribute copies of the minutes to participants.

### 1.2 Preconstruction Conference

- A. The Engineer shall schedule the preconstruction conference prior to the issuance of the Notice to Proceed.
- B. Representatives of the following parties are to be in attendance at the meeting:
  - 1. Owner.
  - 2. Engineer.
  - 3. Contractor and superintendent.
  - 4. Major subcontractors.
  - 5. Representatives of governmental or regulatory agencies when appropriate.
- C. The agenda for the preconstruction conference shall consist of the following as a minimum:
  - 1. Distribute and discuss a list of major subcontractors and a tentative construction schedule.
  - 2. Critical work sequencing.
  - 3. Designation of responsible personnel and emergency telephone numbers.
  - 4. Processing of field decisions and change orders.

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Project Meetings

5. Adequacy of distribution of Contract Documents.
6. Schedule and submittal of shop drawings, product data and samples.
7. Pay request format, submittal cutoff date, pay date and retainage.
8. Procedures for maintaining record documents.
9. Use of premises, including office and storage areas and Owner's requirements.
10. Major equipment deliveries and priorities.
11. Safety and first aid procedures.
12. Security procedures.
13. Housekeeping procedures.
14. Work hours.

### 1.3 Project Coordination Meetings

- A. Attend regular monthly meetings as directed by the Engineer.
- B. Hold called meetings as the progress of the work dictates.
- C. The meetings shall be held at the location indicated by the Engineer.
- D. Representatives of the following parties are to be in attendance at the meetings:
  1. Engineer.
  2. Contractor and superintendent.
  3. Major subcontractors as pertinent to the agenda.
  4. Owner's representative as appropriate.
  5. Representatives of governmental or other regulatory agencies as appropriate.
- E. The minimum agenda for progress meetings shall consist of the following:
  1. Review and approve minutes of previous meetings.
  2. Review work progress since last meeting.
  3. Note field observations, problems and decisions.

4. Identify problems which impede planned progress.
5. Review off-site fabrication problems.
6. Review Contractor's corrective measures and procedures to regain plan schedule.
7. Review Contractor's revision to the construction schedule as outlined in the Supplementary Conditions.
8. Review submittal schedule; expedite as required to maintain schedule.
9. Maintenance of quality and work standards.
10. Review changes proposed by Owner for their effect on the construction schedule and completion date.
11. Complete other current business.

## Part 2 Products

(NOT USED)

## Part 3 Execution

(NOT USED)

END OF SECTION



## Part 1 General

### 1.1 Scope

- A. Preparing, furnishing, distributing, and periodic updating of the construction schedules as specified herein.
- B. The purpose of the schedule is to demonstrate that the Contractor can complete the overall Project within the Contract Time and meet all required interim milestones.

### 1.2 Submittals

- A. Overall Project Schedule (OPS)
  - 1. Submit the schedule within 10 days after date of the Notice to Proceed.
  - 2. The Engineer will review the schedule and return it within 10 days after receipt.
  - 3. If required, resubmit within 10 days after receipt of a returned copy.
- B. Near Term Schedule (NTS)
  - 1. Submit the first Near Term Schedule within 10 days of the Notice to Proceed.
  - 2. The Engineer will review the schedule and return it within 10 days after receipt.
- C. Submit an update of the OPS and NTS with each progress payment request.
- D. Submit the number of copies required by the Contractor, plus four copies to be retained by the Engineer.

### 1.3 Approval

- A. Approval of the Contractor's detailed construction program and revisions thereto shall in no way relieve the Contractor of any of Contractor's duties and obligations under the Contract. Approval is limited to the format of the schedule and does not in any way indicate approval of, or concurrence with, the Contractor's means, methods and ability to carry out the work.

### 1.4 Overall Project Schedule (OPS)

- A. The Contractor shall submit to the Owner for approval a detailed Overall Project Schedule of the Contractor's proposed operations for the duration of the Project. The OPS shall be in the form of a Gantt/bar chart.

**B. Gantt/Bar Chart Schedule**

1. Each activity with a duration of five or more days shall be identified by a separate bar. Activities with a duration of more than 20 days shall be subdivided into separate activities.
2. The schedule shall include activities for shop drawing preparation and review, fabrication, delivery, and installation of major or critical path materials and equipment items.
3. The schedule shall show the proposed start and completion date for each activity. A separate listing of activity start and stop dates and working day requirements shall be provided unless the information is shown in text form on the Gantt/bar chart.
4. The schedule shall identify the Notice to Proceed date, the Contract Completion date, major milestone dates, and a critical path.
5. The schedule shall be printed on a maximum 11 x 17-inch size paper. If the OPS needs to be shown on multiple sheets, a simplified, one page, summary bar chart showing the entire Project shall be provided.
6. The schedule shall have a horizontal time scale based on calendar days and shall identify the Monday of each week.
7. The schedule shall show the precedence relationship for each activity.

**1.5 Near Term Schedule (NTS)**

- A. The Contractor shall develop and refine a detailed Near Term Schedule showing the day to day activities with committed completion dates which must be performed during the upcoming 30-day period. The detailed schedule shall represent the Contractor's best approach to the Work which must be accomplished to maintain progress consistent with the Overall Project Schedule.
- B. The Near Term Schedule shall be in the form of Gantt/bar chart and shall include a written narrative description of all activities to be performed and describe corrective action to be taken for items that are behind schedule.

**1.6 Updating**

- A. Show all changes occurring since previous submission of the updated schedule.
- B. Indicate progress of each activity and show actual completion dates.
- C. The Contractor shall be prepared to provide a narrative report at the Project Coordination Meetings. The report shall include the following:
  1. A description of the overall Project status and comparison to the OPS.



2. Identify activities which are behind schedule and describe corrective action to be taken.
3. A description of changes or revisions to the Project and their effect on the OPS.
4. A description of the Near Term Schedule of the activities to be completed during the next 30 days. The report shall include a description of all activities requiring participation by the Engineer and/or Owner.

## Part 2 Products

(NOT USED)

## Part 3 Execution

(NOT USED)

END OF SECTION



## Part 1 General

### 1.1 Scope

- A. The Contractor shall furnish all equipment and labor materials required to provide the Owner with digital construction videos and photographs of the Project. The requirements of this section are independent of and in addition to the requirements in Division 33 of the Specifications.
- B. Photo and video files shall become the property of the Owner and none of the videos or photographs shall be published without express permission of the Owner.

### 1.2 Pre and Post Construction Videos and Photographs

- A. Prior to the beginning of any work, the Contractor shall take videos and photographs of the work area to record existing conditions.
- B. Following completion of the work, another set of videos and photographs shall be made showing the same areas and features as in the pre-construction videos and photographs.
- C. All conditions which might later be subject to disagreement shall be shown in sufficient detail to provide a basis for decisions.

### 1.3 File Format, Media and Submittals

- A. Photographs shall be in "jpg" format.
- B. Videos shall be in a format viewable by Microsoft Windows Media Player or Apple QuickTime Player. Audio narration is desirable.
- C. Files shall be named such that what is being viewed is self evident.
- D. Files shall be submitted on a flash drive, compact disk (CD) or a digital video disk (DVD). If submitted on DVD, disk shall be recorded in "Minus R" format.
- E. The pre-construction videos and photographs shall be submitted to the Engineer within 25 calendar days after the date of receipt by the Contractor of Notice to Proceed. Post-construction videos and photographs shall be provided prior to final acceptance of the Project.

## Part 2 Products

(NOT USED)

## Part 3 Execution

(NOT USED)

END OF SECTION

## Part 1 General

### 1.1 Scope

- A. The work under this Section includes submittal to the Engineer of shop drawings, product data and samples required by the various Sections of these Specifications.
- B. Submittal Contents: The submittal contents required are specified in each Section.
- C. Definitions: Submittals are categorized as follows:
  - 1. Shop Drawings
    - a. Shop drawings shall include technical data, drawings, diagrams, procedure and methodology, performance curves, schedules, templates, patterns, test reports, calculations, instructions, measurements and similar information as applicable to the specific item for which the shop drawing is prepared.
    - b. Provide newly-prepared information with graphic information at accurate scale (except as otherwise indicated) with name or preparer (firm name) indicated. The Contract Drawings shall not be reproduced by any method for use as or in lieu of detail shop drawings. Show dimensions and note dimensions that are based on field measurement. Identify materials and products in the work shown. Indicate compliance with standards and special coordination requirements. Do not allow shop drawings to be used in connection with the Work without appropriate final "Action" markings by the Engineer.
    - c. Drawings shall be presented in a clear and thorough manner. Details shall be identified by reference to sheet and detail, Specification Section, schedule or room numbers shown on the Contract Drawings.
    - d. Minimum assembly drawings sheet size shall be 11 x 17-inches.
    - e. Minimum detail sheet size shall be 8-1/2 x 11-inches.
    - f. Minimum Scale:
      - i. Assembly Drawings Sheet, Scale: 1-inch = 30 feet.
      - ii. Detail Sheet, Scale: 1/4-inch = 1 foot.
  - 2. Product Data
    - a. Product data includes standard published information on materials, products and systems, not specially prepared for this Project, other than the designation of selections from among available choices printed therein.

- b. Collect required data into one submittal for each unit of work or system, and mark each copy to show which choices and options are applicable to the Project. Include manufacturer's standard published recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked and special coordination requirements.
3. Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, statements of applicability, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operating and maintenance materials, overrun stock, security/protection/safety keys and similar information, devices and materials applicable to the work but not processed as shop drawings, product data or samples.

## 1.2 Specific Category Requirements

- A. General: Except as otherwise indicated in the individual work sections, comply with general requirements specified herein for each indicated category of submittal. Submittals shall contain:
  1. The date of submittal and the dates of any previous submittals.
  2. The Project title.
  3. Unless indicated otherwise by the Engineer's submittal management software, provide numerical submittal numbers, starting with 1.0, 2.0, etc. Revisions to be numbered 1.1, 1.2, etc.
  4. The Names of:
    - a. Contractor
    - b. Supplier
    - c. Manufacturer
  5. Identification of the product, with the Specification Section number, permanent equipment tag numbers and applicable Drawing No.
  6. Field dimensions, clearly identified as such.
  7. Relation to adjacent or critical features of the work or materials.
  8. Applicable standards, such as ASTM .
  9. Notification to the Engineer in writing, at time of submissions, of any deviations on the submittals from requirements of the Contract Documents.

10. Identification of revisions on resubmittals.
11. Contractor's stamp, initialed or signed or affirmatively indicated on submittal, certifying to review of submittal, verification of products, field measurements and field construction criteria and coordination of the information within the submittal with requirements of the work and of Contract Documents.
12. Submittals showing more than the particular item under consideration shall have all but the pertinent description of the item for which review is requested crossed out.

### 1.3 Routing of Submittals

- A. Submittals and routine correspondence shall be routed as follows:
  1. Supplier to Contractor (through representative if applicable)
  2. Contractor to Engineer
  3. Engineer to Contractor and Owner
  4. Contractor to Supplier

## Part 2 Products

### 2.1 Shop Drawings

- A. Unless otherwise specifically directed by the Engineer, make all shop drawings accurately to a scale sufficiently large to show all pertinent features of the item and its method of connection to the work.
- B. Submit all shop assembly drawings, as a digital image, pdf format, scanned at the original scale.
- C. Submit all shop drawings as a digital image, pdf format, scanned at the original scale.

### 2.2 Manufacturer's Literature

- A. Where content of submitted literature from manufacturers includes data not pertinent to this submittal, clearly indicate which portion of the contents is being submitted for the Engineer's review.

## Part 3 Execution

### 3.1 Contractor's Coordination of Submittals

- A. Prior to submittal for the Engineer's review, the Contractor shall use all means necessary to fully coordinate all material, including the following procedures:
  - 1. Determine and verify all field dimensions and conditions, catalog numbers and similar data.
  - 2. Coordinate as required with all trades and all public agencies involved.
  - 3. Submit a written statement of review and compliance with the requirements of all applicable technical Specifications as well as the requirements of this Section.
  - 4. Clearly indicate in a letter or memorandum on the manufacturer's or fabricator's letterhead, all deviations from the Contract Documents.
- B. Each and every shop drawing and data sheet submittal shall bear the Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp will be returned to the Contractor for conformance with this requirement.
- C. The Owner may backcharge the Contractor for costs associated with having to review a particular shop drawing, product data or sample more than two times to receive a "No Exceptions Taken" mark.
- D. Grouping of Submittals
  - 1. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items.
  - 2. No review will be given to partial submittals of shop drawings for items which interconnect and/or are interdependent. It is the Contractor's responsibility to assemble the shop drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to the Engineer along with Contractor's comments as to compliance, non-compliance or features requiring special attention.
- E. Schedule of Submittals
  - 1. Within 30 days of Contract award and prior to any shop drawing submittal, the Contractor shall submit a schedule showing the estimated date of submittal and the desired approval date for each shop drawing anticipated. A reasonable period shall be scheduled for review and comments. Time lost due to unacceptable submittals shall be the Contractor's responsibility and some time allowance for resubmittal shall be provided. The schedule shall provide for submittal of items which relate to one another to be submitted concurrently.



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## 3.2 Timing of Submittals

- A. Make all submittals far enough in advance of scheduled dates for installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.
- B. In scheduling, allow sufficient time for the Engineer's review following the receipt of the submittal.

## 3.3 Reviewed Shop Drawings

- A. Engineer Review
  - 1. Allow a minimum of 30 days for the Engineer's initial processing of each submittal requiring review and response, except allow longer periods where processing must be delayed for coordination with subsequent submittals. The Engineer will advise the Contractor promptly when it is determined that a submittal being processed must be delayed for coordination. Allow a minimum of two weeks for reprocessing each submittal. Advise the Engineer on each submittal as to whether processing time is critical to progress of the work, and therefore the work would be expedited if processing time could be foreshortened.
  - 2. Acceptable submittals without any comments will be marked "No Exceptions Taken".
  - 3. Submittals containing comments for clarification will be marked "Exceptions Noted".
  - 4. Submittals marked "Revise and Resubmit" must be revised to reflect required changes and the initial review procedure repeated.
  - 5. The "Rejected" notation is used to indicate products which are not acceptable. Upon return of a submittal so marked, the Contractor shall repeat the initial review procedure utilizing acceptable products.
- B. No work or products shall be installed without a drawing or submittal bearing the "No Exceptions Taken" notation. The Contractor shall maintain at the job site a complete set of shop drawings bearing the Engineer's stamp.
- C. Substitutions: In the event the Contractor obtains the Engineer's approval for the use of products other than those which are listed first in the Contract Documents, the Contractor shall, at the Contractor's own expense and using methods approved by the Engineer, make any changes to structures, piping and electrical work that may be necessary to accommodate these products.
- D. Use of the "No Exceptions Taken" notation on shop drawings or other submittals is general and shall not relieve the Contractor of the responsibility of furnishing products of the proper dimension, size, quality, quantity, materials and all performance characteristics, to efficiently perform the requirements and intent of the Contract Documents. The Engineer's review shall not relieve the Contractor of responsibility for

Submittal Procedures

errors of any kind on the shop drawings. Review is intended only to assure conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The Contractor is responsible for dimensions to be confirmed and correlated at the job site. The Contractor is also responsible for information that pertains solely to the fabrication processes or to the technique of construction and for the coordination of the work of all trades.

### 3.4 Resubmission Requirements

#### A. Shop Drawings

1. Revise initial Drawings as required and resubmit as specified for initial submittal, with the resubmittal number shown.
2. Indicate on Drawings all changes which have been made other than those requested by the Engineer.

#### B. Project Data and Samples: Resubmit new data and samples as specified for initial submittal, with the resubmittal number shown.

END OF SECTION

## Part 1 General

### 1.1 Scope

The scope of this Section is to convey to the Contractor unique and unusual stipulations and requirements which have been established for this Project. Some of the stipulations and requirements are a result of negotiations with various entities and organizations which have an interest in this Project. Some requirements are based on technical aspects of the Project which are not otherwise conveyed to the Contractor. The provisions of this Section shall supersede the provisions of the Division 01 through 49 Specifications but shall not supersede the Bidding Requirements, Contract Forms or Conditions of the Contract.

### 1.2 Submittals

#### A. Sequence Submittal

1. Submit a proposed sequence in accordance with Section 01 33 23 with appropriate times of starting and completion of tasks to Engineer for review.
2. The Contractor may propose alternatives to the sequencing constraints to that shown in this Section in an attempt to reduce the disruption of the operation of the existing facility or streamline the tasks of this Contract. The Owner and Engineer are not obligated to accept any of these alternatives.

### 1.3 Existing Facility Operations

- A. The Contractor shall coordinate the work with the Owner so that the construction will not restrain or hinder the operation of the existing facilities. If, at any time, any portion of the facilities are out of service, the Contractor must obtain approval from the Owner as to the date, time and length of time that portion of the facilities are out of service.
- B. Connections to the existing facilities or alteration of existing facilities will be made at times when the facility involved is not in use or at times, established by the Owner, when the use of the facility can be conveniently interrupted for the period of time needed to make the connection or alteration. Bypass pumping may be required to connect to existing facilities.
- C. After having coordinated the work with the Owner, the Contractor shall prepare a submittal in accordance with Section 01 33 23 to include the time, time limits and methods of each connection or alteration and have the approval of the Engineer before any work is undertaken on the connections or alterations.
- D. Before any roadway or facilities are blocked off, the Owner's approval shall be obtained to coordinate operations for the plant.

## 1.4 Sequencing

### A. General

1. The Contractor shall be solely responsible for all construction sequencing.
2. The completion of specific preliminary sequencing tasks will be required prior to any significant site demolition.
3. The construction schedule and tasks shall be reviewed and approved by the Engineer before site demolition begins.

- B. Notify the Owner at least ten days prior to starting to relocate piping or taking existing components out of service.

## Part 2 Products

(NOT USED)

## Part 3 Execution

(NOT USED)

END OF SECTION

## Part 1 General

### 1.1 Scope

- A. Permits and Responsibilities: The Contractor shall, without additional expense to the Owner, be responsible for obtaining all necessary licenses and permits, including building permits, and for complying with any applicable federal, state, county and municipal laws, codes and regulations, in connection with the prosecution of the work.
- B. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public and the property of others.
- C. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the work, except for any completed unit of construction thereof which may heretofore have been accepted.

## Part 2 Products

(NOT USED)

## Part 3 Execution

(NOT USED)

END OF SECTION



## Part 1 General

### 1.1 Description

- A. Whenever reference is made to conforming to the standards of any technical society, organization, body, code or standard, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the time of advertisement for bids. This shall include the furnishing of materials, testing of materials, fabrication and installation practices. In those cases where the Contractor's quality standards establish more stringent quality requirements, the more stringent requirement shall prevail. Such standards are made a part hereof to the extent which is indicated or intended.
- B. The inclusion of an organization under one category does not preclude that organization's standards from applying to another category.
- C. In addition, all work shall comply with the applicable requirements of local codes, utilities and other authorities having jurisdiction.
- D. All material and equipment, for which a UL Standard, an AGA or NSF approval or an ASME requirement is established, shall be so approved and labeled or stamped. The label or stamp shall be conspicuous and not covered, painted, or otherwise obscured from visual inspection.
- E. The standards which apply to this Project are not necessarily restricted to those from organizations which are listed in Article 1.2.

### 1.2 Standard Organizations

#### A. Piping and Valves

ACPA	American Concrete Pipe Association
ANSI	American National Standards Institute
API	American Petroleum Institute
ASME	American Society of Mechanical Engineers
AWWA	American Water Works Association
CISPI	Cast Iron Soil Pipe Institute
DIPRA	Ductile Iron Pipe Research Association
FCI	Fluid Controls Institute
MSS	Manufacturers Standardization Society
NCPI	National Clay Pipe Institute
NSF	National Sanitation Foundation
PPI	Plastic Pipe Institute
Uni-Bell	PVC Pipe Association

#### B. Materials

AASHTO	American Association of State Highway and Transportation Officials
ANSI	American National Standards Institute

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**Codes and Standards**

- ASTM      American Society for Testing and Materials
  
- C.    Painting and Surface Preparation
  - NACE      National Association of Corrosion Engineers
  - SSPC      Steel Structures Painting Council
  
- D.    Electrical and Instrumentation
  - AEIC      Association of Edison Illuminating Companies
  - AIEE      American Institute of Electrical Engineers
  - EIA      Electronic Industries Association
  - ICEA      Insulated Cable Engineers Association
  - IEC      International Electrotechnical Commission
  - IEEE      Institute of Electrical and Electronic Engineers
  - IES      Illuminating Engineering Society
  - IPC      Institute of Printed Circuits
  - IPCEA     Insulated Power Cable Engineers Association
  - ISA      The Instrumentation, Systems, and Automation Society
  - NEC      National Electric Code
  - NEMA     National Electrical Manufacturers Association
  - NFPA     National Fire Protection Association
  - REA      Rural Electrification Administration
  - TIA      Telecommunications Industries Association
  - UL      Underwriter's Laboratories
  - VRCI     Variable Resistive Components Institute
  
- E.    Aluminum
  - AA      Aluminum Association
  - AAMA     American Architectural Manufacturers Association
  
- F.    Steel and Concrete
  - ACI      American Concrete Institute
  - AISC     American Institute of Steel Construction, Inc.
  - AISI     American Iron and Steel Institute
  - CRSI     Concrete Reinforcing Steel Institute
  - NRMA    National Ready-Mix Association
  - PCA      Portland Cement Association
  - PCI      Prestressed Concrete Institute
  
- G.    Welding
  - ASME     American Society of Mechanical Engineers
  - AWS      American Welding Society
  
- H.    Government and Technical Organizations
  - AIA      American Institute of Architects
  - APHA     American Public Health Association



APWA	American Public Works Association
ASA	American Standards Association
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASQC	American Society of Quality Control
ASSE	American Society of Sanitary Engineers
CFR	Code of Federal Regulations
CSI	Construction Specifications Institute
EDA	Economic Development Administration
EPA	Environmental Protection Agency
FCC	Federal Communications Commission
FmHA	Farmers Home Administration
FS	Federal Specifications
IAI	International Association of Identification
ISEA	Industrial Safety Equipment Association
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
NBFU	National Board of Fire Underwriters
(NFPA)	National Fluid Power Association
NBS	National Bureau of Standards
NISO	National Information Standards Organization
OSHA	Occupational Safety and Health Administration
SI	Salt Institute
SPI	The Society of the Plastics Industry, Inc.
USDC	United States Department of Commerce
WEF	Water Environment Federation

#### I. General Building Construction

AHA	American Hardboard Association
AHAM	Association of Home Appliance Manufacturers
AITC	American Institute of Timber Construction
APA	American Parquet Association, Inc.
APA	American Plywood Association
BHMA	Builders Hardware Manufacturers Association
BIFMA	Business and Institutional Furniture Manufacturers Association
DHI	Door and Hardware Institute
FM	Factory Mutual Fire Insurance Company
HPMA	Hardwood Plywood Manufacturers Association
HTI	Hand Tools Institute
IME	Institute of Makers of Explosives
ISANTA	International Staple, Nail and Tool Association
ISDSI	Insulated Steel Door Systems Institute
IWS	Insect Screening Weavers Association
MBMA	Metal Building Manufacturers Association
NAAMM	National Association of Architectural Metal Manufacturers
NAGDM	National Association of Garage Door Manufacturers
NCCLS	National Committee for Clinical Laboratory Standards
NFPA	National Fire Protection Association
NFSA	National Fertilizer Solutions Association
NKCA	National Kitchen Cabinet Association

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 Codes and Standards

NWMA	National Woodwork Manufacturers Association
NWWDA	National Wood Window and Door Association
RMA	Rubber Manufacturers Association
SBC	SBCC Standard Building Code
SDI	Steel Door Institute
SIA	Scaffold Industry Association
SMA	Screen Manufacturers Association
SPRI	Single-Ply Roofing Institute
TCA	Tile Council of America
UBC	Uniform Building Code

## J. Roadways

AREA	American Railway Engineering Association
DOT	Department of Transportation

## K. Plumbing

AGA	American Gas Association
NSF	National Sanitation Foundation
PDI	Plumbing Drainage Institute
SPC	SBCC Standard Plumbing Code

## L. Refrigeration, Heating, and Air Conditioning

AMCA	Air Movement and Control Association
ARI	American Refrigeration Institute
ASHRAE	American Society of Heating, Refrigeration, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
CGA	Compressed Gas Association
CTI	Cooling Tower Institute
HEI	Heat Exchange Institute
IIAR	International Institute of Ammonia Refrigeration
NB	National Board of Boilers and Pressure Vessel Inspectors
PFMA	Power Fan Manufacturers Association
SAE	Society of Automotive Engineers
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SMC	SBCC Standard Mechanical Code
TEMA	Tubular Exchangers Manufacturers Association

## M. Equipment

AFBMA	Anti-Friction Bearing Manufacturers Association, Inc.
AGMA	American Gear Manufacturers Association
ALI	Automotive Lift Institute
CEMA	Conveyor Equipment Manufacturers Association
CMAA	Crane Manufacturers Association of America
DEMA	Diesel Engine Manufacturers Association
MMA	Monorail Manufacturers Association
OPEI	Outdoor Power Equipment Institute, Inc.

PTI	Power Tool Institute, Inc.
RIA	Robotic Industries Association
SAMA	Scientific Apparatus Makers Association

### 1.3 Symbols

Symbols and material legends shall be as scheduled on the Drawings.

## Part 2 Products

(NOT USED)

## Part 3 Execution

(NOT USED)

END OF SECTION



## Part 1 General

### 1.1 Scope

- A. This Section includes testing which the Owner may require, beyond that testing required of the manufacturer, to determine if materials provided for the Project meet the requirements of these Specifications.
- B. This work also includes all testing required by the Owner to verify work performed by the Contractor is in accordance with the requirements of these Specifications, i.e., concrete strength and slump testing, soil compaction, etc.
- C. This work does not include materials testing required in various sections of these Specifications to be performed by the manufacturer, e.g., testing of pipe.
- D. The testing laboratory or laboratories will be selected by the Owner. The testing laboratory or laboratories will work for the Owner.

### 1.2 Payment for Testing Services

- A. The cost of testing services required by the Contract to be provided by the Contractor shall be paid for by the Owner through the CASH ALLOWANCE, i.e., concrete testing, soil compaction, and asphalt testing.
- B. The cost of additional testing services not specifically required in the Specifications, but requested by the Owner or Engineer, shall be paid for by the Owner through the CASH ALLOWANCE.
- C. The cost of material testing described in various sections of these Specifications or as required in referenced standards to be provided by a material manufacturer, shall be included in the price bid for that item and shall not be paid for by the Owner.
- D. The cost of retesting any item that fails to meet the requirements of these Specifications shall be paid for by the Contractor. Retesting shall be performed by the testing laboratory working for the Owner.

### 1.3 Laboratory Duties

- A. Cooperate with the Owner, Engineer and Contractor.
- B. Provide qualified personnel promptly on notice.
- C. Perform specified inspections, sampling and testing of materials.
  - 1. Comply with specified standards, ASTM, other recognized authorities, and as specified.

Testing Laboratory Services

2. Ascertain compliance with requirements of the Contract Documents.
- D. Promptly notify the Engineer and Contractor of irregularities or deficiencies of work which are observed during performance of services.
  - E. Promptly submit three copies (two copies to the Engineer and one copy to the Contractor) of report of inspections and tests in addition to those additional copies required by the Contractor with the following information included:
    1. Date issued
    2. Project title and number
    3. Testing laboratory name and address
    4. Name and signature of inspector
    5. Date of inspection or sampling
    6. Record of temperature and weather
    7. Date of test
    8. Identification of product and Specification section
    9. Location of Project
    10. Type of inspection or test
    11. Results of test
    12. Observations regarding compliance with the Contract Documents
  - F. Perform additional services as required.
  - G. The laboratory is not authorized to release, revoke, alter or enlarge on requirements of the Contract Documents, or approve or accept any portion of the work.

#### 1.4 Contractor Responsibilities

- A. Cooperate with laboratory personnel, provide access to work and/or comply with manufacturer's requirements.
- B. Provide to the laboratory, representative samples, in required quantities, of materials to be tested.
- C. Furnish copies of mill test reports.
- D. Furnish required labor and facilities to:

1. Provide access to work to be tested;
  2. Obtain and handle samples at the site;
  3. Facilitate inspections and tests;
  4. Build or furnish a holding box for concrete cylinders or other samples as required by the laboratory.
- E. Notify the laboratory sufficiently in advance of operation to allow for the assignment of personnel and schedules of tests.
- F. Laboratory Tests: Where such inspection and testing are to be conducted by an independent laboratory agency, the sample(s) shall be selected by such laboratory or agency, or the Engineer, and shipped to the laboratory by the Contractor at Contractor's expense.
- G. Copies of all correspondence between the Contractor and testing agencies shall be provided to the Engineer.

## 1.5 Quality Assurance

Testing shall be in accordance with all pertinent codes and regulations and with procedures and requirements of the American Society for Testing and Materials (ASTM).

## 1.6 Product Handling

Promptly process and distribute all required copies of test reports and related instructions to ensure all necessary retesting or replacement of materials with the least possible delay in the progress of the work.

## 1.7 Furnishing Materials

The Contractor shall be responsible for furnishing all materials necessary for testing.

## 1.8 Code Compliance Testing

Inspections and tests required by codes or ordinances or by a plan approval authority, and made by a legally constituted authority, shall be the responsibility of, and shall be paid for by the Contractor, unless otherwise provided in the Contract Documents.

## 1.9 Contractor's Convenience Testing

Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

## 1.10 Schedules for Testing

### A. Establishing Schedule

1. The Contractor shall, by advance discussion with the testing laboratory selected by the Owner, determine the time required for the laboratory to perform its tests and to issue each of its findings, and make all arrangements for the testing laboratory to be on site to provide the required testing.
2. Provide all required time within the construction schedule.

B. When changes of construction schedule are necessary during construction, coordinate all such changes of schedule with the testing laboratory as required.

C. When the testing laboratory is ready to test according to the determined schedule, but is prevented from testing or taking specimens due to incompleteness of the work, all extra costs for testing attributable to the delay will be back-charged to the Contractor and shall not be borne by the Owner.

## 1.11 Taking Specimens

Unless otherwise provided in the Contract Documents, all specimens and samples for tests will be taken by the testing laboratory or the Engineer.

## 1.12 Transporting Samples

The Contractor shall be responsible for transporting all samples, except those taken by testing laboratory personnel, to the testing laboratory.

## Part 2 Products

(NOT USED)

## Part 3 Execution

(NOT USED)

END OF SECTION



## Part 1 General

### 1.1 Scope

- A. Temporary facilities required for this work include, but are not necessarily limited to:
  - 1. Temporary utilities such as water and electricity.
  - 2. First aid facilities.
  - 3. Sanitary facilities.
  - 4. Potable water.
  - 5. Temporary enclosures and construction facilities.

### 1.2 General

- A. First aid facilities, sanitary facilities and potable water shall be available on the Project site on the first day that any activities are conducted on site. The other facilities shall be provided as the schedule of the Project warrants.
- B. Maintenance: Use all means necessary to maintain temporary facilities in proper and safe condition throughout progress of the work. In the event of loss or damage, immediately make all repairs and replacements necessary, at no additional cost to the Owner.
- C. Removal: Remove all such temporary facilities and controls as rapidly as progress of the Work will permit.

### 1.3 Quality Assurance

- A. Temporary Electric: Installation of all temporary electric facilities shall comply with NECA, NEMA and UL standards and regulations for such facilities. Install service to comply with NFPA 70.

### 1.4 Temporary Utilities

- A. General
  - 1. Provide and pay all costs for all water, electricity and other utilities required for the performance of the work.
  - 2. Pay all costs for temporary utilities until Project completion.
  - 3. Costs for temporary utilities shall include all power, water and the like necessary for testing equipment as required by the Contract Documents.

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Temporary Facilities and Controls

## B. Temporary Water:

1. Connect to City system. Provide reduced pressure backflow prevention.
2. Provide all necessary temporary piping. Extend branch piping with outlets located so water is available by hoses with threaded connections. Provide temporary pipe insulation to prevent freezing, as necessary.
3. Upon completion of the Work, remove all such temporary piping.
4. Provide and remove water meters, as required by governing authority.

## C. Temporary Electricity:

1. Provide all necessary wiring for the Contractor's use.
2. Provide main service disconnect and over-current protection at convenient location.
3. Furnish, locate and install area distribution boxes such that the individual trades may use their own construction type extension cords to obtain adequate power, and artificial lighting at all points where required by inspectors and for safety.
4. Existing receptacles may not be utilized during construction.
5. If existing site lighting is disabled during construction, provide and maintain temporary lighting to exterior work areas for routine plant operations.

## D. Temporary Ventilation:

1. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors or gases. Provide temperature or humidity control, if required to meet required installation conditions.

## E. Temporary Heating:

1. Provide temporary heating required by construction activities for curing or drying of completed installations or for protecting installed equipment.
2. Permanent heating systems shall not be utilized.

## F. Temporary Sewer Facilities:

1. Prior to starting the work, the Contractor shall furnish, for use of Contractor's personnel on the job, all necessary toilet facilities which shall be secluded from public observation. These facilities shall be chemical toilets.
2. Existing sanitary facilities may be used.
3. All facilities, regardless of type, shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the area in which the

work is performed. Adequacy of these facilities will be subject to the Owner's review and maintenance of same must be satisfactory to the Owner at all times.

G. Telephone Service:

1. Provide superintendent with cellular telephone for use when away from field office or where field office is not required.

## 1.5 First Aid Facilities

- A. The Contractor shall provide a suitable first aid station, equipped with all facilities and medical supplies necessary to administer emergency first aid treatment. The Contractor shall have standing arrangements for the removal and hospital treatment of any injured person. All first aid facilities and emergency ambulance service shall be made available by the Contractor to the Owner and the Owner's personnel.

## 1.6 Potable Water

- A. The Contractor shall be responsible for furnishing a supply of potable drinking water for employees, subcontractors, inspectors, engineers and the Owner who are associated with the work.

## 1.7 Enclosures and Construction Facilities

- A. Furnish, install and maintain for the duration of construction, all required scaffolds, tarpaulins, canopies, steps, bridges, platforms and other temporary construction necessary for proper completion of the work in compliance with all pertinent safety and other regulations.
- B. All temporary enclosures and sheds located within construction areas or within 30 feet of existing building lines shall be noncombustible, in accordance with ASTM E136. Comply with NFPA 241.

## 1.8 Parking Facilities

- A. Arrange for temporary surface parking areas for the Contractor's and Contractor's subcontractors' personnel. Existing facilities provided by the Owner shall not be used for parking by the Contractor's or subcontractor's personnel.
1. Designate two parking spaces for Engineer.
- B. When site space is not adequate, provide additional off-site parking.
- C. Maintain all roads, both temporary and permanent, in passable condition for all traffic. Any road blockage shall be coordinated with Engineer, Owner, and governing authorities.

## 1.9 Removal

- A. Remove temporary above-ground or buried utilities, materials, equipment, services, and construction prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary facilities.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

## Part 2 Products

(NOT USED)

## Part 3 Execution

(NOT USED)

END OF SECTION

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## Part 1 General

### 1.1 Scope

- A. The work under this Section shall include the furnishing of a minimum of one painted sign of not less than 32 square feet in area, with painted graphic content that includes:
  - 1. Project title
  - 2. Sponsor/Developer
  - 3. Sponsor/Developer Address
  - 4. Engineer's name
  - 5. Contractor's name

### 1.2 Design

The Contractor shall provide a scale drawing showing the graphic design, style of lettering and colors to the Engineer for approval. The scale drawing shall match the template "Temporary Construction Sign for Rural Development Projects" provided as an attachment to this section

## Part 2 Products

### 2.1 Materials

- A. Structure and Framing: May be new or used, wood or metal, in sound condition structurally adequate to work and suitable for specified finish.
- B. Sign Surfaces: Exterior soft wood plywood with medium density overlay, standard large sizes to minimize joints.
- C. Thickness: As specified in the attached "Temporary Construction Sign for Rural Development Projects."
- D. Rough Hardware: Galvanized.
- E. Paint: Exterior quality and as specified in the attached "Temporary Construction Sign for Rural Development Projects".

## Part 3 Execution

### 3.1 Erection

Erect the sign on the site in a high visibility location, adjacent to the Project as approved by the Engineer.

### 3.2 Maintenance

Contractor shall maintain the Project Sign in good condition during the Contract period.

END OF SECTION

## Part 1 General

### 1.1 Scope

- A. The Contractor shall provide transportation of all equipment, materials and products furnished under these Contract Documents to the work site. In addition, the Contractor shall provide preparation for shipment, loading, unloading, handling and preparation for installation and all other work and incidental items necessary or convenient to the Contractor for the satisfactory prosecution and completion of the work.
- B. All equipment, materials and products damaged during transportation or handling shall be repaired or replaced by the Contractor at no additional cost to the Owner prior to being incorporated into the work.

### 1.2 Transportation

- A. All equipment shall be suitably boxed, crated or otherwise protected during transportation.
- B. Where equipment will be installed using existing cranes or hoisting equipment, the Contractor shall ensure that the weights of the assembled sections do not exceed the capacity of the cranes or hoisting equipment.
- C. Small items and appurtenances such as gauges, valves, switches, instruments and probes which could be damaged during shipment shall be removed from the equipment prior to shipment, packaged and shipped separately. All openings shall be plugged or sealed to prevent the entrance of water or dirt.

### 1.3 Handling

- A. All equipment, materials and products shall be carefully handled to prevent damage or excessive deflections during unloading or transportation.
- B. Lifting and handling drawings and instructions furnished by the manufacturer or supplier shall be strictly followed. Eyebolts or lifting lugs furnished on the equipment shall be used in handling the equipment. Spreader bars or lifting beams shall be used when the distance between lifting points exceeds that permitted by standard industry practice.
- C. Under no circumstances shall equipment or products such as pipe, structural steel, castings, reinforcement, lumber, piles, poles, etc., be thrown or rolled off of trucks onto the ground.
- D. Slings and chains shall be padded as required to prevent damage to protective coatings and finishes.

## Part 2 Products

(NOT USED)

## Part 3 Execution

(NOT USED)

END OF SECTION



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Product Storage and Handling Requirements

Part 1 General

1.1 Scope

- A. The work under this Section includes, but is not necessarily limited to, the furnishing of all labor, tools and materials necessary to properly store and protect all materials, equipment, products and the like, as necessary for the proper and complete performance of the work.

1.2 Storage and Protection

A. Storage

- 1. Maintain ample way for foot traffic at all times, except as otherwise approved by the Owner.
- 2. All property damaged by reason of storing of material shall be properly replaced at no additional cost to the Owner.
- 3. Packaged materials shall be delivered in original unopened containers and so stored until ready for use.
- 4. All materials shall meet the requirements of these Specifications at the time that they are used in the work.
- 5. Store products in accordance with manufacturer's recommendations.

B. Protection

- 1. Use all means necessary to protect the materials, equipment and products in accordance with manufacturer's recommendations of every section before, during and after installation and to protect the installed work and materials of all other trades.
- 2. All materials shall be delivered, stored and handled to prevent the inclusion of foreign materials and damage by water, breakage, vandalism or other causes.
- 3. Substantially constructed weather-tight storage sheds, with raised floors, shall be provided and maintained as may be required to adequately protect those materials and products stored on the site which may require protection from damage by the elements.

- C. Replacements: In the event of damage, immediately make all repairs and replacements necessary for the approval of the Owner and at no additional cost to the Owner.

- D. Equipment and products stored outdoors shall be supported above the ground on suitable wooden blocks or braces arranged to prevent excessive deflection or bending

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Product Storage and Handling Requirements

between supports. Items such as pipe, structural steel and sheet construction products shall be stored with one end elevated to facilitate drainage.

- E. Unless otherwise permitted in writing by the Owner, building products and materials such as cement, grout, plaster, gypsumboard, particleboard, resilient flooring, acoustical tile, paneling, finish lumber, insulation, wiring, etc., shall be stored indoors in a dry location. Building products such as rough lumber, plywood, concrete block and structural tile may be stored outdoors under a properly secured waterproof covering.
- F. Tarps and other coverings shall be supported above the stored equipment or materials on wooden strips to provide ventilation under the cover and minimize condensation. Tarps and covers shall be arranged to prevent ponding of water.

### 1.3 Extended Storage

- A. In the event that certain items of major equipment such as air compressors, pumps and mechanical aerators have to be stored for an extended period of time, the Contractor shall provide satisfactory long-term storage facilities which are acceptable to the Owner. The Contractor shall provide all special packaging, protective coverings, protective coatings, power, nitrogen purge, desiccants, lubricants and exercising necessary or recommended by the manufacturer to properly maintain and protect the equipment during the period of extended storage.

### 1.4 Owner Furnished Equipment

- A. The Contractor shall provide storage and protection for all Owner furnished equipment and materials, including extended storage as specified above.

## Part 2 Products

(NOT USED)

## Part 3 Execution

(NOT USED)

END OF SECTION

## Part 1 General

### 1.1 Work Included

- A. Section includes requirements for cleanup, re-stabilization, restoration, and disposal to maintain a safe and well-kept job site and properly repair disturbed areas.

### 1.2 Quality Assurance

- A. Daily, and more often if necessary, conduct inspections verifying that requirements of cleanliness are being met.
- B. In addition to the standards described in this Section, comply with all pertinent requirements of governmental agencies having jurisdiction.

### 1.3 Cleaning Materials and Equipment

- A. Provide all required personnel, equipment and materials needed to maintain the specified standard of cleanliness.
- B. Use only the cleaning materials, methods and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the Engineer.

### 1.4 Cleaning During Construction

- A. Throughout all phases of construction, including suspension of work, and until the Final Acceptance, the Contractor shall keep the site clean and free from rubbish and debris. The Contractor shall also abate dust nuisance by cleaning, sweeping and sprinkling with water, or other means as necessary. The use of water resulting in mud on driveways, parking lots or streets will not be permitted as a substitute for sweeping or other methods.
  - 1. The road(s) on the construction site shall be paved immediately after the installation of underground utilities and the construction and underground/final inspection of storm drainage, curbs, and gutters. The exit road on the construction site shall be paved first.
  - 2. Vehicles exiting the construction site shall have all dirt clods and mud removed from their tires.
  - 3. Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the Contractor's Bid.

4. Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned.
  5. Excess excavated material from catch basins or similar structures shall be removed from the site immediately. Sufficient material may remain for use as backfill if permitted by the Specifications. Forms and form lumber shall be removed from the site as soon as practicable after stripping.
- B. Failure of the Contractor to comply with the Engineer's cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

## 1.5 Final Cleaning

- A. Upon completion of the work, the Contractor shall remove from the site all plant, materials, tools and equipment belonging to him, and leave the site with an appearance acceptable to the Owner.
- B. Thoroughly clean all equipment and materials installed and deliver over such materials and equipment in a bright, clean, polished and new appearing condition.
- C. Restore or replace all landscape features scarred or damaged by the Contractor's equipment or operations as nearly as possible to original condition, at the Contractor's expense. The Owner will approve the method of restoration to be used.
- D. The Contractor shall remove all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other vestiges of construction, as directed by the Owner. It is anticipated that excavation, filling and plowing of roadways will be required to restore the area to near natural conditions which will permit the growth of vegetation thereon. The restored areas shall be filled, graded, and spread with sufficient topsoil to provide a minimum depth of four inches of suitable soil for the growth of grass, and the entire area shall be seeded or sodded with the original type of grass. Areas shall be restored to original contours as shown on the Plans. If the Plans do not cover the specific areas to be restored, the areas shall be graded to drain and give a smooth transition to the surroundings.

## 1.6 Disposal of Waste

- A. The definitions contained in Georgia Environmental Protection Division Rules 391-3-4-.01 shall be applicable to this Project. The term waste shall include excess and surplus materials, and shall include liquid and solid wastes.
- B. Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
- C. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.

- D. Remove and transport waste in a manner that will prevent spillage on adjacent surfaces and areas.
- E. Burning: Do not burn waste materials on site.
- F. Waste removed from the Project site shall be disposed of in sites permitted by the Georgia Environmental Protection Division for the acceptance of type of waste being disposed. The acceptable types of permitted disposal facilities are as follows:
  - 1. Inert Waste Landfills
  - 2. Municipal Solid Waste Landfills
  - 3. Municipal Solid Waste Landfills permitted to receive only construction and demolition wastes.
- G. Exceptions to Paragraph F are as follows:
  - 1. Hazardous waste shall be disposed of in accordance with Georgia Environmental Protection Division Rules 391-3-11.
  - 2. Asbestos-containing waste shall also be handled and disposed of in accordance with Georgia Environmental Protection Division Rules 391-3-14.
  - 3. Excess earth material and excess excavated rock material may be placed on sites for which the Contractor provides to the Owner a signed affidavit from the property owner that the placement of such material is acceptable to the property owner. The Contractor and property owner shall be responsible for all permitting of such disposal.
- H. No waste shall be placed at a transfer station facility.
- I. The Contractor shall maintain records related to all waste removed from the Project site so as to allow the Owner or the Engineer to readily determine the following:
  - 1. Date waste removed from Project site.
  - 2. Name of hauler (company and driver) transporting such waste.
  - 3. General description of waste transported.
  - 4. "Truck tickets" indicating the waste disposal site and amount of waste disposed therein.

## Part 2 Products

(NOT USED)

## Part 3 Execution

(NOT USED)

END OF SECTION

## Part 1 General

### 1.1 Section Includes

- A. Submittal Requirements
- B. Project Maintenance and Warranty
- C. Performance Bonds

### 1.2 Submittal Requirements

- A. Provide duplicate notarized copies.
- B. Execute and assemble documents from Subcontractors, suppliers, and manufacturers.
- C. Submit bound in 8-1/2 x 11 inch three D side ring binders with durable plastic covers.
- D. Prepare binder covers with printed title "WARRANTIES", title of project, and subject matter of binder when multiple binders are required.
- E. Internally subdivide the binder contents with permanent page dividers, with tab titling clearly printed under reinforced laminate plastic tabs.
- F. Contents: Prepare a Table of Contents for each volume, with each Product or system identified, type on 30 pound white paper.

### 1.3 Project Maintenance and Warranty

- A. Maintain and keep in good repair the work covered by these Drawings and Specifications until acceptance by the Owner.
- B. The Contractor shall warrant for a period of one year from the date of Owner's written final acceptance of the Project, as defined in the Contract Documents, that the completed work is free from all defects due to faulty products or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the warranty period.
- C. The Contractor shall not be obligated to make replacements which become necessary because of ordinary wear and tear, or as a result of improper operation or maintenance, or as a result of improper work or damage by another Contractor or the Owner, or to perform any work which is normally performed by a maintenance crew during operation.

- D. In the event of multiple failures of major consequences prior to the expiration of the one year warranty described above, the affected unit shall be disassembled, inspected and modified or replaced as necessary to prevent further occurrences. All related components which may have been damaged or rendered non-serviceable as a consequence of the failure shall be replaced. A new 12 month warranty against defective or deficient design, workmanship, and materials shall commence on the day that the item is reassembled and placed back into operation. As used herein, multiple failure shall be interpreted to mean two or more successive failures of the same kind in the same item or failures of the same kind in two or more items. Major failures may include, but are not limited to, cracked or broken housings, piping, or vessels, excessive deflections, bent or broken shafts, broken or chipped gear teeth, premature bearing failure, excessive wear or excessive leakage around seals. Failures which are directly and clearly traceable to operator abuse, such as operations in conflict with published operating procedures or improper maintenance, such as substitution of unauthorized replacement parts, use of incorrect lubricants or chemicals, flagrant over-or under-lubrication and using maintenance procedures not conforming with published maintenance instructions, shall be exempted from the scope of the one year warranty. Should multiple failures occur in a given item, all products of the same size and type shall be disassembled, inspected, modified or replaced as necessary and rewarranted for one year.
- E. The Contractor shall, at Contractor's own expense, furnish all labor, materials, tools and equipment required and shall make such repairs and removals and shall perform such work or reconstruction as may be made necessary by any structural or functional defect or failure resulting from neglect, faulty workmanship or faulty materials, in any part of the work performed by the Contractor. Such repair shall also include refilling of trenches, excavations or embankments which show settlement or erosion after backfilling or placement.
- F. Except as noted on the Drawings or as specified, all structures such as embankments and fences shall be returned to their original condition prior to the completion of the Contract. Any and all damage to any facility not designated for removal, resulting from the Contractor's operations, shall be promptly repaired by the Contractor at no cost to the Owner.
- G. The Contractor shall be responsible for all road and entrance reconstruction and repairs and maintenance of same for a period of one year from the date of final acceptance. In the event the repairs and maintenance are not made immediately and it becomes necessary for the owner of the road to make such repairs, the Contractor shall reimburse the owner of the road for the cost of such repairs.
- H. In the event the Contractor fails to proceed to remedy the defects upon notification within 15 days of the date of such notice, the Owner reserves the right to cause the required materials to be procured and the work to be done, as described in the Drawings and Specifications, and to hold the Contractor and the sureties on Contractor's bond liable for the cost and expense thereof.
- I. Notice to Contractor for repairs and reconstruction will be made in the form of a registered letter addressed to the Contractor at Contractor's home office.
- J. Neither the foregoing paragraphs nor any provision in the Contract Documents, nor



any special guarantee time limit implies any limitation of the Contractor's liability within the law of the place of construction.

## Part 2 Products

(NOT USED)

## Part 3 Execution

(NOT USED)

END OF SECTION



## Part 1 General

### 1.1 Section Includes

- A. Compiling, maintaining, recording and submitting of project record documents as herein specified.
- B. Record documents include, but are not limited to:
  - 1. Drawings;
  - 2. Specifications;
  - 3. Change orders and other modifications to the Contract;
  - 4. Engineer's field orders or written instructions, including Requests for Information (RFI) and Clarification Memorandums;
  - 5. Reviewed shop drawings, product data and samples;
  - 6. Test records; and
  - 7. Survey Data.
- C. The Contractor shall maintain on the Project site throughout the Contract Time an up to date set of Record Drawings.

### 1.2 Maintenance of Record Documents

- A. The Contractor shall maintain at the project site one (1) copy of all record documents.
- B. The Owner will furnish one set of reproducible Construction Drawings to the Contractor at the time construction is commenced. These drawings shall be marked-up by the Contractor, throughout the construction period, indicating all changes, revisions and additions to the work, including field relocations of work concealed from view.
- C. Project record documents shall be stored in suitable files and racks in a location satisfactory to the Engineer. The documents shall be maintained in a clean, dry, legible condition and shall not be used for construction purposes.
  - 1. File in accordance with filing format of Construction Specification Institute (CSI) unless otherwise approved by Owner.
- D. Record documents shall not be used for any other purpose and shall not be removed from the site without Owner's approval.
- E. Make documents and samples available at all times for inspection by Engineer.
- F. Failure to maintain the Record Documents in a satisfactory manner may be cause for withholding of a certificate of payment.

### 1.3 Quality Assurance

- A. Unless noted otherwise, Record Drawings shall provide dimensions, distances and coordinates to the nearest 0.1 foot.
- B. Unless noted otherwise, Record Drawings shall provide elevations to the nearest 0.01 foot for all pertinent items constructed by the Contractor. Grassed areas may be surveyed to the nearest 0.1 foot.

### 1.4 Recording

- A. The Contractor shall label each document "Project Record" in one-inch high letters. Record Documents shall be kept current and work shall not be permanently concealed until the required information had been recorded.
- B. The Contractor shall field survey vertical and horizontal positioning of actual constructed assets and appurtenances. All surveys shall be performed by a registered surveyor to include the following:
  - 1. GPS coordinates, top elevation, and depth to invert of each Air release valve vault, valve, and tunnel or boring start and end points.
  - 2. GPS coordinates and invert depth of major fittings (i.e., bends and tees).
  - 3. GPS coordinates and vertical location of underground utilities, utility structures and appurtenances.
  - 4. GPS coordinates and rim and invert elevations for all manholes or junction boxes. All sanitary sewer manholes, conveyances, pressurized mains and lift stations should be located by the center. English units and NAD 83 State Plane Coordinates shall be used.
- C. The Contractor shall submit all field survey data associated with construction at the time of submittal of the markup drawings. Each submittal of markup drawings and associated field survey data shall represent the constructed assets for that period of time described in the construction schedule and/or the Contractor's payment request. The Contractor shall submit all field survey data in a standardized, comma-delimited text file (or.CSV) to include, at a minimum, the following fields:

Point Number	Northing	Easting	Elevation	Invert	Description	Comment
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- 1. Point Number: unique identifier for each point (alphanumeric, numeric)
  - 2. Northing: geographic coordinate for each point (numeric)
  - 3. Easting: geographic coordinate for each point (numeric)
  - 4. Elevation: z value for point (numeric)
  - 5. Invert: z value for point (if applicable) (numeric)
  - 6. Description: point description, name of asset (text, alphanumeric)
  - 7. Comment: additional description, name of asset (alphanumeric)
- D. Contract Drawings: The Contractor shall legibly mark to record the actual construction on the project record set of prints of the Contract Drawings, including reviewed shop drawings, the following:

1. Horizontal and vertical location of underground utilities and appurtenances referenced to mean sea level or permanent surface improvements.
  2. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
  3. Field changes of dimension and detail, including elevations of foundations.
  4. Changes made by change order or field order.
  5. Details not on original Drawings.
- E. Specifications and Addenda: The Contractor shall legibly mark up each section to record:
1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
  2. Changes made by Requests for Information (RFI), field order, clarification memorandums, or change order.
  3. Other matters not originally specified.
- F. Shop Drawings: Maintain as record documents and legibly annotate drawings to record changes made after review.
- G. Contractor shall not permanently conceal any Work until required information has been surveyed and recorded.

## 1.2 Submittal of Record Documents

- A. At project completion, deliver record documents to the Owner. Place all letter-sized material in a three (3) ring binder which is neatly indexed by process and division number. Bind Contract drawings and shop drawings in rolls of convenient size for ease of handling. The Contractor shall provide an electronic copy of all final record documents to the Owner.
- B. Record Drawings shall be reproducible, shall have a title block indicating that the drawings are Record Drawings, the name of the company preparing the Record Drawings, and the date the Record Drawings were prepared. The Contractor shall provide hard copy Drawings, or if approved by the Engineer, digital drawing files in .dwg format. Legibly mark drawings to record actual construction, including:
1. All Construction:
    - a. Changes of dimension and detail.
    - b. Changes made by Requests for Information (RFI), field order, clarification memorandums or by change order.
    - c. Details not on original Drawings.
- C. Accompany the submittal with a transmittal letter in duplicate containing the following:
1. Date.
  2. Project title and number.
  3. Contractor's name and address.
  4. Title and number of each record document.

5. Certification that each document as submitted is complete and accurate.
  6. Signature of Contractor.
- D. Owner will review final submittals within fifteen (15) days of receipt from Contractor. Owner will provide Contractor with itemized listing and/or copies of submittals that require further investigation or measurements from Contractor. Contractor shall provide required data to Owner for approval prior to release of final payment and release of all retainage.

## Part 2 Products

(NOT USED)

## Part 3 Execution

(NOT USED)

END OF SECTION

## Part 1 General

### 1.1 Extent of the Work

- A. The extent of concrete work is shown on the Drawings.

### 1.2 Quality Assurance

- A. Comply with the provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified:
  - 1. ACI 301, Specifications for Structural Concrete for Buildings.
  - 2. ACI 302, Guide for Concrete Floor and Slab Placement.
  - 3. ACI 304, Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete.
  - 4. ACI 305, Hot Weather Concreting.
  - 5. ACI 306, Cold Weather Concreting.
  - 6. ACI 308, Standard Practice for Curing Concrete.
  - 7. ACI 315, Detailing Manual.
  - 8. ACI 318, Building Code Requirements for Reinforced Concrete.
  - 9. ACI 347, Recommended Practice for Concrete Formwork.
  - 10. ACI 350, Code Requirements for Environmental Engineering Concrete Structures and Commentary.
  - 11. CRSI Manual of Standard Practice.
- B. The Contractor is responsible for correcting concrete work that does not conform to the specified requirements, including requirements for strength, tolerances, and finishes. Correct deficient concrete as directed by the Engineer.
- C. Materials and installed work may require testing and retesting, as directed by the Engineer and paid for by the Soils and Concrete Testing Cash Allowance. Allow free access to material stockpiles and facilities at all times. Tests not specifically indicated to be done at the Owner's expense, including the retesting of rejected materials and installed work, shall be done at the Contractor's expense.

### 1.3 Submittals

- A. Comply with applicable requirements of Section 01 33 00.

- B. Submit manufacturer/supplier certifications for aggregate and cement. Provide the project identification name and number, date of report, name of Contractor, name of concrete testing service, source of concrete aggregates, materials manufacturer and brand name for manufactured materials, values specified in the referenced specification for each material, and test results.
- C. Submit manufacturer's product data with application and installation instructions for proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, waterstops, joint systems, curing and sealing compounds, and others requested by the Engineer.
- D. Submit shop drawings for fabrication, bending, and placement of concrete reinforcement. Comply with the ACI 315, Detailing Manual, showing bar schedules, stirrup spacing, diagrams of bent bars, and arrangement of concrete reinforcement. Show on the shop drawings special reinforcement required and openings through concrete structures.
- E. Submit mix design in accordance with ACI requirements. Provide for each mix design, the project name, city, general contractor, concrete strength, and it's intended use.
- F. Submit 2 copies of laboratory test reports with standard deviation analysis or trial batch data. All concrete materials shall be listed.
- G. Submittals shall be approved by the Engineer prior to procurement or fabrication of materials.

## Part 2 Products

### 2.1 Form Materials

- A. Forms for Exposed Finish Concrete: Unless otherwise specified or shown on the Drawings, construct formwork for exposed concrete surfaces with plywood, metal, metal framed plywood, or other panel type materials acceptable to the Engineer in order to provide exposed surfaces that are continuous, straight, and smooth. To minimize the number of joints and to conform to the joint system shown on the Drawings, furnish panels in the largest practicable sizes. Provide form material that is thick enough to withstand pressure of newly placed concrete without bowing or deflection.
- B. Forms for Unexposed Finish Concrete: For surfaces that will be unexposed in the finished structure, form concrete with plywood, lumber, metal, or other material acceptable to the Engineer. If lumber is used, it shall be dressed on at least two edges and one side for tight fit.
- C. Form Coatings: Provide commercial formulation form coating compounds that will not bond with, stain, or adversely affect concrete surface and that will not impair subsequent treatments of concrete surfaces to be cured with water or curing compound.



## 2.2 Reinforcing Materials

- A. Reinforcing Bar: ASTM A615, Grade 60.
- B. Supports for Reinforcement: Provide supports for reinforcement, including bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Unless otherwise indicated on the Drawings, use wire type bar supports complying with CRSI recommendations. Wood, brick, and other devices will not be acceptable. Comply with the following:
  - 1. For slabs on grade, where wetted base material will not support chair legs, use supports with sand plates or horizontal runners.
  - 2. For concrete surfaces exposed to view, where leg supports are in contact with forms, provide supports with legs that are hot dip galvanized or protected by either plastic or stainless steel.

## 2.3 Concrete Materials

- A. Portland Cement: ASTM C150, Type I or I/II. Use only one brand of cement throughout the project, unless otherwise acceptable to the Engineer.
- B. Fine and Coarse Aggregates: ASTM C33.
- C. Water: Clean, fresh, drinkable.
- D. Admixtures
  - 1. Water Reducing Admixture: Eucon WR 75, WR-91 or MR by the Euclid Chemical Company, Pozzolith 220-N by Master Builders, or WRDA 15 by W.R. Grace. The admixture shall conform to ASTM C494, Type A, and not contain more chloride ions than are present in municipal drinking water.
  - 2. Water Reducing, Retarding Admixture: Eucon Retarder 75 by the Euclid Chemical Company or Pozzolith 100 XR by Master Builders. The admixture shall conform to ASTM C494, Type D, and not contain more chloride ions than are present in municipal drinking water.
  - 3. Mid-range Water Reducing Admixture: Eucon MR or Plastol 341 by the Euclid Chemical Company, Polyheed 997 by Master Builders or Daracem SD by W.R. Grace. The admixture shall conform to ASTM C494 Type A.
  - 4. Nonchloride Accelerator: Accelguard 80, Accelguard 90 or NCA by the Euclid Chemical Company or Darex Set Accelerator by W. R. Grace. The admixture shall conform to ASTM C494, Type C or E, and not contain more chloride ions than are present in municipal drinking water.
  - 5. Air Entraining Admixture: AEA-92 by Euclid Chemical Corporation, MB AE-90 by Master Builders, or Darex AEA by W.R. Grace. The admixture shall conform to ASTM C260.

6. Prohibited Admixtures: Calcium chloride, thiocyanates or admixtures containing more than 0.05 percent chloride ions are not permitted.
7. Certification: Written conformance to the aforementioned requirements and the chloride ion content will be required from the admixture manufacturer prior to mix design review by the Engineer.

## 2.4 Related Materials

- A. Contraction/Construction Joint Filler: The joint filler shall be a two (2) component 100% solids compound, with a minimum shore A hardness of 80. Products: Subject to compliance with requirements, provide "Euco 700 or QWIK Joint" by the Euclid Chemical Company, "Sikadur 51 SL" by Sika Chemical Corporation, or MM-80 by Metzger/McGuire.
- B. Moisture Retaining Covering: One of the following, complying with ASTM C171:
  1. Waterproof paper.
  2. Polyethylene film.
  3. Polyethylene coated burlap.
  4. Waterborne, Membrane Forming Compound: ASTM C309, Type 1, Class B.
- C. Curing and Sealing Compound: Kurez DR VOX or Kurez W VOX by the Euclid Chemical Company, Master Kure 200W by Master Builders or Kure-n-Seal by Sonneborn. The compound shall conform to FS TT C 800A, 30 percent solids content minimum, and have test data from an independent laboratory indicating a maximum moisture loss of 0.030 gram per square centimeter when applied at a coverage rate of 300 square feet per gallon. Manufacturer's certification is required.
- D. Bonding Compound: Euco Weld by Euclid Chemical Company or Weldcrete by the Larsen Company. The compound shall be a polyvinyl acetate, rewettable type.
- E. Epoxy Adhesive: Euco Epoxy No. 452 or No. 620 by Euclid Chemical Company, Sikadur Hi Mod by Sika Chemical Corporation, or Epcon Ceramic 6 by ITW Ramset. The compound shall conform to ASTM C881, be a 2 component, 100 percent solids, 100 percent reactive compound suitable for use on dry or damp surfaces.
- F. Nonshrink Grout: Euco NS by the Euclid Chemical Company or Masterflow 713 by Master Builders. The grout shall conform to CRD C 621 80, "Corps of Engineers Specification for Nonshrink Grout."

## 2.5 Mix Design

- A. Preparation
  1. Prepare design mixes for each type and strength of concrete in accordance with applicable provisions of ACI-318 and ASTM C94. Use an independent testing facility acceptable to the Engineer for preparing and reporting

proposed mix designs. The testing facility shall not be the same one used for field quality control testing unless this is acceptable to the Engineer. Submit to the Engineer written reports of each proposed mix in accordance with Section 01 33 00.

2. The design mix shall provide normal weight concrete with compressive strength as indicated on the Drawings.

B. Water/Cementitious Ratio:

1. All concrete subject to freezing and thawing shall have a maximum water/cement ratio of 0.45 (4000 psi at 28 days or more). All trowel finished interior slabs, subjected to vehicular traffic, shall have a maximum water/cement ratio of 0.45.

C. Admixtures

1. All concrete slabs placed at air temperatures below 50 degrees F shall contain the specified nonchloride accelerator. All concrete required to be air entrained shall contain an approved air entraining admixture. All pumped concrete, fiber concrete, concrete for floor slabs, and concrete with a water/cement ratio below 0.50 shall contain the specified high range water reducing admixture (superplasticizer) or mid-range water reducing admixture.
  - a. Use an air entraining admixture in all concrete structures and slabs exposed to freezing and thawing or subjected to hydraulic pressure:
    - 1) 2.5 percent to 5.5 percent for maximum 2 inches aggregate.
    - 2) 4.5 percent to 7.5 percent for maximum 3/4 inch aggregate.
    - 3) 5.5 percent to 8.5 percent for maximum 1/2 inch aggregate.
2. Use the amounts of admixtures recommended by the manufacturer for climatic conditions prevailing at the time of placing. Adjust quantities and types of admixtures as required to maintain quality control.

D. Slump Limits

1. All concrete containing the high range water reducing admixture (superplasticizer) shall have a maximum slump of 8 inches unless otherwise approved by the Engineer. The concrete shall arrive at the job site at a slump of 2 inches to 3 inches and be verified; then the high range water reducing admixture shall be added to increase the slump to the approved level.
2. All other concrete shall have a maximum slump of 3 inches for slabs and 4 inches for other members.

## 2.6 Proportioning

### A. Ready Mix Concrete

1. Comply with the requirements of ASTM C94 and of these specifications.
2. During hot weather or under conditions that contribute to rapid setting of concrete, a shorter mixing time than that specified in ASTM C94 may be required. When the air temperature is between 85 degrees and 90 degrees F, reduce the mixing and delivery time from 1 1/2 hours to 75 minutes; when the air temperature is above 90 degrees F, reduce the mixing time to 60 minutes.
3. Each load of concrete arriving at the job shall be accompanied by a delivery ticket that shall be collected by the Contractor and submitted to the Owner's representative and shall contain the following information:
  - a. The design mix and strength of mix of concrete being delivered.
  - b. The exact time the cement, aggregate, and water were discharged into the delivery truck.

## Part 3 Execution

### 3.1 Forms

- A. Design, erect, support, brace, and maintain formwork to support any vertical and lateral loads that may be applied until such loads can be supported by the concrete structure. Construct formwork so that concrete members and structures are of correct size, shape, alignment, elevation, and position. Design and construction of form work shall be the responsibility of the Contractor.
- B. Design formwork so that it can be readily removed without impact, shock, or damage to cast in place concrete surfaces and adjacent materials.
- C. Construct forms complying with ACI 347 and ACI SP-4 to the sizes, shapes, lines, and dimensions shown on the Drawings so that in the finished structures the work will be level and plumb and have accurate alignment, location, and grade within the tolerance limits of ACI 301. Provide for openings, offsets, linkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages, inserts, and other features that the work requires. Use selected materials to obtain the required finishes. Butt joints solidly, and provide backup at joints to prevent leakage of cement paste.
- D. Fabricate forms so that they can be easily removed without hammering or prying against the concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where the slope is too steep for the concrete to be placed with bottom forms only. To form keyways, reglets, recesses, and the like, kerf wood inserts to prevent swelling and to permit easy removal.

- E. Where the interior area of formwork is not accessible for cleanout, provide temporary openings to permit concrete placement and inspection before the concrete is placed. Brace temporary openings securely and set them tightly to forms to prevent the loss of concrete mortar. Position temporary openings on forms at inconspicuous locations.
- F. Chamfer exposed corners and edges as shown on the Drawings, using wood, metal, PVC, or rubber chamfer strips fabricated to produce smooth, uniform lines and tight edge joints.
- G. Use metal form ties that are factory made, adjustable in length, designed to prevent form deflection, and either removable or snap off and that will prevent the concrete surface's being spalled when the ties are removed. If snap off ties are used, the portion remaining within the concrete after removal must be at least 1 1/2 inches inside the concrete and be provided with a waterproofing washer unless the Drawings indicate otherwise.
- H. Unless the Drawings indicate otherwise, provide form ties that will not leave holes larger than 1 1/2 inches in diameter in the concrete surface.
- I. Provide openings in concrete formwork to accommodate the work of other trades. Determine the size and location of openings, recesses, and chases from the trades providing such work. Accurately place and securely support items built into forms.
- J. Clean thoroughly forms and adjacent surfaces that are to receive concrete. Remove chips, wood, sawdust, dirt, sediment, and any other debris just before the concrete is placed. After concrete placement, retighten forms if necessary to eliminate mortar leaks.

### 3.2 Placing Reinforcement

- A. For details and methods of placing reinforcement and supports, comply with the specified codes and standards, the recommended practice of the CRSI as outlined in "Placing Reinforcing Bars," and these specifications.
- B. Clean reinforcement to remove loose rust and mill scale, earth, ice, and other materials that reduce or destroy the bond with concrete.
- C. Accurately position, support, and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcement with metal chairs, runners, bolsters, spacers, and hangers as required for security.
- D. Place reinforcement to obtain at least the minimum coverage for concrete protection as required by ACI 318 and ACI 350 as applicable. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so that ends are directed into the concrete, not toward exposed concrete surfaces.

- E. Do not place reinforcing bars more than 2 inches beyond the last leg of continuous bar support. Do not use supports as bases for runways for concrete conveying equipment or similar construction loads.
- F. Install welded wire fabric in lengths that are as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset end laps in adjacent widths to prevent continuous laps in either direction.

### 3.3 Joints

- A. Locate and install construction joints, as shown on the Drawings, or specified herein, so that the strength and appearance of the structure will not be impaired.
- B. Provide keyways at least 1 1/2 inches deep in construction joints that are in walls and slabs or between walls and footings. Bulkheads designed for this purpose may be used if accepted by the Engineer. Omit keyway where steel waterstops are shown between walls and footings.
- C. Construct isolation joints in slabs on the ground wherever there is contact between slabs on the ground and vertical surfaces and wherever else indicated on the Drawings.
- D. Install joint filler and sealant materials as specified by the manufacturer.
- E. Construct contraction (control) joints in slabs on ground to form panels of patterns as shown. The soff-cut saw system shall be used immediately after final finishing and to a depth of 1/3 slab thickness. A conventional saw shall be used as soon as possible without dislodging aggregate and to a depth of 1/3 slab thickness, if the initial soff-cut did not achieve the 1/3 depth.
- F. Install semi-rigid joint filler or joint sealant in accordance with the direction of the manufacturer.
- G. The maximum joint spacing (in feet) of slabs on grade shall be 30 times the slab thickness (in inches) unless otherwise shown on the Drawings.

### 3.4 Installation of Embedded Items

- A. Set and build into the work anchoring devices and other embedded items required for other work that are to be attached to or supported by cast in place concrete. Use setting drawings, diagrams, instructions, and directions provided by the suppliers of the items to be attached thereto.
- B. Set edge forms or bulkheads and intermediate screed strips for slabs in order to provide the elevations and contours in the finished slab surface required by the Drawings. Provide units strong enough to support the types of screed strips used, and secure with strike off templates or compacting screeds accepted by the Engineer.

### 3.5 Preparation of Form Surfaces

- A. Before placing reinforcement, coat the contact surfaces of forms with a form coating compound.
- B. Thin the form coating compound only with the amount and type of thinning agent and only under the conditions recommended by the compound manufacturer. Do not allow excess form coating material to accumulate in the forms or to come into contact with concrete surfaces against which fresh concrete will be placed. Apply the form coating compound in compliance with the manufacturer's instructions.
- C. Coat steel forms with a nonstaining, rust preventive form oil, or otherwise protect against rusting. Rust stained steel formwork is not acceptable.

### 3.6 Concrete Placement

- A. Before placing concrete, inspect and complete the formwork installation, reinforcing steel, and items to be embedded or cast in. Notify other trades that the formwork is complete so that they may then install their work; cooperate with other trades in setting such work. Wherever form coatings are not used, wet wood thoroughly just before placing concrete.
- B. Coordinate the installation of joint materials and moisture barriers with the placement of forms and reinforcing steel.
- C. Deposit concrete either continuously or in layers thick enough to prevent its being placed on concrete that has hardened enough to cause the formation of seams or planes of weakness within the section. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as close to its final location as practicable in order to avoid segregation due to rehandling or flowing.
- D. Deposit concrete in forms in horizontal layers no deeper than 24 inches and in a manner that avoids inclined construction joints. Where placement consists of several layers, avoid cold joints by placing each layer while the preceding one is still plastic.
- E. Use mechanical vibrating equipment supplemented by hand spading, rodding, or tamping to consolidate placed concrete. The equipment and procedures used to consolidate the concrete shall comply with the recommended practices of ACI 309 and suit both the type of concrete and project conditions.
- F. Do not use vibrators to transport concrete once it is inside the forms. Insert and withdraw vibrators vertically at uniformly spaced locations no further apart than the visible horizontal effectiveness of the machine. Limit layer heights so that the vibrator is effective into 6 inches of the preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion, limit the duration of vibration to the time necessary to consolidate the concrete, and complete embedment of reinforcement and other embedded items without causing segregation of the mix. Lower frequency vibrators may be used with "flowing" concrete.

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**Cast In Place Concrete (Concrete Work)**

- G. Until the placing of a panel or section is completed, deposit and consolidate concrete slabs in a continuous operation within construction joints.
- H. Consolidate concrete during placing operations so that it is thoroughly worked around reinforcement and other embedded items and into corners.
- I. Bring slab surfaces to the correct level with a straightedge and strike off. Use highway bull floats or darbies to smooth the surface, leaving it free from humps and hollows. Do not sprinkle water on the plastic surface. Do not disturb the slab surfaces before starting finishing operations.
- J. Maintain reinforcement in the proper position during placement operations.
- K. Cold Weather Placement
  - 1. Comply with ACI 306 and the requirements herein specified to protect concrete work from physical damage or reduced strength due to frost, freezing, or low temperatures.
  - 2. When the air temperature has fallen or is expected to fall below 40 degrees F, heat all water and aggregates uniformly before mixing so that the concrete, at point of placement, will have a temperature of not less than 50 degrees nor more than 80 degrees F.
  - 3. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
  - 4. Use only the specified nonchloride accelerator. Do not use calcium chloride or admixtures containing more than 0.05 percent chloride ions.
- L. Hot Weather Placement
  - 1. When the weather is hot enough to impair the concrete's quality and strength, place the concrete as specified herein and in ACI 305.
  - 2. Cool ingredients before mixing so that when the concrete is placed, its temperature is below 90 degrees F. Mixing water may be chilled, or else a portion of the water may be in the form of chopped ice.
  - 3. If reinforcing steel becomes hotter than the ambient air temperature, cool it with water soaked burlap so that its temperature will not exceed the ambient air temperature.
  - 4. When high temperatures and/or placing or humidity conditions dictate, the mix may be initially retarded by use of the water reducing, retarding formulation (Type D) of the specified water reducing admixture (Type A).

### 3.7 Finish of Formed Surfaces

- A. Rough Form Finishes: For formed concrete surfaces not exposed to view in the finished work or covered by other construction, use a rough form finish unless



otherwise indicated by the Drawings. Repair and patch tie holes and defective areas, and rub down or chip off fins and other projections more than 1/4 inch high.

- B. Smooth Form Finish: For formed concrete surfaces that are exposed to view or to be covered with a coating or covering material applied directly to the concrete or a covering material bonded to the concrete (e.g., waterproofing, dampproofing, painting, etc.), use a smooth form finish. This is the as cast finish obtained on the concrete surface when the selected form facing material is regularly and symmetrically arranged with a minimum of seams. Repair and patch defective areas so that all fins and other projections are completely removed and smoothed.
- C. Rubbed Finish: At all formed surfaces exposed inside and outside the structure, apply rubbed finish as follows:
1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
- D. Related Uniform Finishes:
1. At the tops of walls, horizontal offsets, and similar unformed surfaces that are next to formed surfaces, strike off smooth and finish with a texture that matches the adjacent formed surfaces. Unless otherwise shown on the Drawings, continue the final surface treatment of formed surfaces uniformly across adjacent unformed finishes.
- E. Float Finish
1. Apply float finish to monolithic slab surfaces that are to receive a trowel finish or other finishes specified hereinafter; to slab surfaces that are to be covered with membrane or elastic waterproofing, membrane or elastic roofing, or sand bed terrazzo; and as otherwise indicated by the Drawings or schedules.
  2. After screening, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating when surface water has disappeared or when concrete has stiffened enough to permit the operation of power driven floats or by hand floating if the area is small or inaccessible to power units. Check and level the surface plane so that the surface conforms to the specified FF/FL17 tolerance.
- F. Trowel Finish
1. Apply a trowel finish to monolithic slab surfaces that are to be exposed to view, unless otherwise indicated by the Drawings, and to slab surfaces that are to be covered with resilient flooring, paint, or other thinfilm finish coating.
  2. After the slab has received a floated finish, begin first trowel finish operation using a power driven trowel. Begin final troweling when the surface produces a ringing sound as the trowel is moved over it. Surface shall be troweled until it is free of trowel marks, is uniform in texture and has a smooth dense

appearance, and achieves an FF30/FL25 tolerance. Grind smooth any surface defects that would telegraph through the applied floor covering.

G. Nonslip Broom Finish

1. Apply nonslip broom finish to exterior concrete platforms, steps, and ramps and elsewhere as indicated by the Drawings or schedules.
2. Immediately after float finishing, roughen the concrete surface slightly by brooming perpendicular to the main traffic route with a fiber bristle broom. Texture shall be as approval by the Engineer from sample panels.

H. Nonslip Finish: Where the contract documents require a nonslip finish, give the surface a "dry shake" application of crushed ceramically bonded aluminum oxide or other specified selected abrasive particles. The rate of application of such material shall be not less the 25 pounds per 100 SF.

### 3.8 Curing

- A. After placing and finishing the concrete, start initial curing of concrete as soon as free water has disappeared from concrete surface. Keep continuously moist for not less than 7 days.
- B. Begin final curing immediately after final finishing. Continue final curing for at least 7 days in accordance with ACI 301 and ACI 308. Avoid rapid drying at the end of the final curing period.
- C. Cure concrete by moist curing, moisture retaining cover curing, membrane curing, or combinations of these methods, as specified herein and ACI 308.
- D. Provide moisture curing by one of the following methods:
1. Keep concrete surface continuously wet by covering with water.
  2. Spray it continuously with a water fog.
  3. Cover the concrete surface with the specified absorptive cover, thoroughly saturating the cover with water and keeping it wet; position the absorptive cover so that it covers the concrete surface and edges and laps adjacent absorptive covers by 4 inches.
- E. Provide moisture cover curing by covering concrete surfaces with a moisture retaining cover designed for curing concrete. Place the cover in the widest practicable width of material with sides and ends of the material lapped at least 3 inches and sealed by waterproof tape or adhesive. Repair immediately any holes or tears that occur during the curing period with identical cover material and waterproof tape.
- F. Provide membrane curing to slabs as follows: All interior slabs that have resilient tile or carpet or are left exposed and all exterior slabs, sidewalks, curbs, etc., shall be cured with the specified clear curing and sealing compound. The compound

shall be applied immediately after final finishing operations are completed. Apply uniformly in a continuous operation by power spray or roller in accordance with the manufacturer's directions. Areas that are subjected to heavy rainfall within 3 hours after initial application shall be recoated. Maintain continuity of coating, and repair damage during the curing period.

- G. Cure formed concrete surfaces (including undersides of beams, supported slabs, and other similar surfaces) by moist curing with forms in place for the full curing period or until the forms are removed. If forms are removed, continue curing by the methods specified above, as applicable.
- H. Cure unformed surfaces such as slabs, floor topping, and other flat surfaces by the application of the specified curing and sealing compound, strippable curing compound or by a moist curing method approved by the Engineer.

### 3.9 Removal and Reuse of Forms

- A. Formwork not supporting weight of concrete (e.g., sides of beams, walls, columns, and similar parts of the work) may be removed after curing at a temperature of not less than 50 degrees F 24 hours after the concrete is placed, provided the concrete is hard enough not to be damaged by form removal operations and provided curing and protection operations are maintained.
- B. Formwork supporting weight of concrete (e.g., beam soffits, joints, slabs, and other structural elements) may not be removed for at least 14 days nor until the concrete has attained a design minimum compressive strength of 28 days. Determine the potential compressive strength of in place concrete by testing the field cured specimens representative of the concrete location or members.
- C. Form facing material may be removed 4 days after concrete placement only if shores and other vertical supports have been arranged to permit it to be removed without loosening or disturbing shores and supports.
- D. Clean and repair surfaces of forms to be reused in the work. Split, frayed, delaminated, or otherwise damaged form facing material will not be acceptable. Apply new form coating compound material to concrete contact form surfaces as specified above for new formwork.
- E. When forms are extended for successive concrete placement, clean surfaces thoroughly, remove fins and laitance, and tighten forms to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces.

### 3.10 Miscellaneous Concrete Items

- A. Filling In: Unless the Drawings show otherwise or the Engineer directs, fill in holes and openings left in concrete structures for the work of other trades once that work is in place. Mix, place, and cure concrete as specified herein to blend with in place construction. Provide other miscellaneous concrete filling shown on the Drawings or necessary to complete the work.

- B. Nonshrink Grout: All column base plates, equipment bases, and other locations noted on the structural drawings shall be grouted with the specified nonshrink grout. All exposed grout shall be of the specified nonmetallic type.
- C. Reinforced Masonry: Provide concrete grout for reinforced masonry lintels and bond beams where indicated on the Drawings and as scheduled. Maintain accurate location of reinforcing steel during concrete placement.

### 3.11 Concrete Surface Repairs

- A. Repair and patch defective areas with cement mortar immediately after removing forms.
- B. Cut out honeycomb, rock pockets, voids over 1/4 inch in any dimension, and holes left by tie rods and bolts down to solid concrete, but in no case to a depth of less than 1 inch. Make edges of cuts perpendicular to the concrete surface. Before placing cement mortar, thoroughly clean, dampen with water, and apply the specified bonding compound. The cement mortar shall be placed after the bonding compound has dried.
- C. Remove and replace concrete with defective surfaces if these effects cannot be repaired to the satisfaction of the Owner and Engineer. Such surface defects include irregularities of color and texture, cracks, spalls, air bubbles, honeycomb, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning. Flush out form tie holes, and fill with dry pack mortar or with precast cement cone plugs secured in place with bonding agent.
- D. Where possible, repair concealed formed surfaces that contain defects which adversely affect the durability of the concrete. If such defects cannot be repaired, remove and replace the concrete.
- E. Test unformed surfaces such as monolithic slabs for smoothness and to verify that the surface plane meets the tolerances specified for each surface and finish. Correct low and high areas as specified herein. Test unformed surfaces sloped to provide drainage for both trueness of slope and smoothness with a template of the slope specified on the Drawings.
- F. Repair finished unformed surfaces that contain defects which adversely affect durability of the concrete. Such surface defects include crazing, spalling, pop outs, honeycomb, rock pockets, cracks that are more than 0.01 inch wide or that, regardless of width, penetrate either to reinforcement or completely through unreinforced sections, and other objectionable conditions.
- G. After the concrete has cured at least 14 days, correct high areas in unformed surfaces by grinding.
- H. Correct low areas in unformed surfaces during or immediately after completion of surface finishing operations by cutting them out and refilling with fresh concrete. Finish repaired areas to blend into adjacent concrete. Proprietary patching compounds may be used when acceptable to the Engineer.

- I. Repair defective areas (except for random cracks and single holes not more than 1 inch in diameter) by cutting out and replacing with fresh concrete. Remove defective areas to sound concrete with clean, square cuts, and expose reinforcing steel with at least 3/4 inch clearance all around. Dampen concrete surfaces in contact with patching concrete, and apply the specified bonding compound. Place patching concrete after the bonding compound has dried. Mix patching concrete of the same materials to provide concrete of the same type or class as the original concrete. Place, compact, and finish to blend with adjacent finished concrete. Cure in the same manner as adjacent concrete.
- J. Repair isolated random cracks and single holes not over 1 inch in diameter by the dry pack method. Groove top of cracks, cut out holes until sound concrete is reached, and clean to remove dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply the specified bonding compound. Place dry pack after the bonding compound has dried. Dry pack shall consist of 1 part portland cement to 2 1/2 parts fine aggregate passing a No. 16 mesh sieve. Mix with no more water than is necessary for handling and placing. Compact dry pack mixture in place, and finish to match adjacent concrete. Keep patched area continuously moist for no less than 72 hours.
- K. All structural repairs shall be made, with prior approval of the Engineer as to the method and procedure, using the specified epoxy adhesive and/or epoxy mortar.
- L. Repair methods not specified above may be used, subject to acceptance by the Engineer.

### 3.12 Quality Control Testing During Construction

- A. The Contractor will employ a testing laboratory to perform any or all of the tests specified below and to submit reports on these tests. The testing laboratory shall be approved by the Owner and shall be paid for by the Soils and Concrete Testing Cash Allowance. Sampling and testing for quality control during the placement of concrete may include the following, as directed by the Engineer:
  1. Sampling Fresh Concrete: ASTM C172, but modified for slump to comply with ASTM C94.
  2. Slump: ASTM C143; one test for each concrete load at point of discharge and one test of each set of compressive strength test specimens.
  3. Air Content: ASTM C173 volumetric method for lightweight concrete; ASTM C231 pressure method for normal weight concrete; one test for each set of compressive strength test specimens.
  4. Water Content: The water content of freshly mixed concrete will be tested each time cylinders are made and as directed by the Engineer in accordance with AASHTO TP 23, Standard Method of Test for Water Content of Freshly Mixed Concrete Using Microwave Oven Drying.

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Cast In Place Concrete (Concrete Work)

5. Concrete Temperature: Test hourly when air temperature is 40 degrees F and below or when 80 degrees F and above and each time a set of compression test specimens is made.
  6. Compression Test Specimen: ASTM C31; one set of 6 standard cylinders for each compressive strength test, unless otherwise directed by the Engineer. Mold and store cylinders of laboratory cured test specimens except when the Engineer requires field cured test specimens.
  7. Compressive Strength Tests: ASTM C39; one set for each 100 cubic yards or fraction thereof of each concrete class placed in any one day or one set for each 5,000 square feet of surface area placed; 2 specimens tested at 7 days, 2 specimens tested at 28 days, and 1 specimen retained in reserve for later testing, if needed.
- B. When the frequency of testing provides less than 5 strength tests for a given class of concrete, conduct testing from at least 5 randomly selected batches or, if fewer than 5 are used, from each batch.
  - C. The strength level shall be considered satisfactory as long as the averages of all sets of 3 consecutive strength test results equal or exceed the specified strength  $f'_c$ , and no individual test result falls below the specified strength  $f'_c$  by more than 500 psi.
  - D. When the strength of field cured cylinders is less than 85 percent of companion laboratory cured cylinders, evaluate current operations and provide corrective procedures for protecting and curing the in place concrete.
  - E. Test results will be reported to the Engineer and Contractor in writing on the same day that the test is made. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in the structure, design compressive strength at 28 days, concrete mix proportions and materials, and compressive breaking strength and type of break for both 7 day tests and 28 day tests.
  - F. Non-Compliant Test Reports: All test reports indicating non-compliance should be provided immediately to all parties on the test report distribution list.
  - G. The testing service will make additional tests of in place concrete when the test results indicate that the required strength level has not been achieved and other characteristics have not been attained in the structure, as directed by the Engineer. The testing service may conduct tests to determine the adequacy of concrete by cored cylinders that comply with ASTM C42 or by such other methods as are directed by the Engineer. The Contractor shall pay for such tests and any additional testing that may be required when concrete is verified to be unacceptable.

END OF SECTION

## Part 1 General

### 1.1 Work Included

- A. Provide labor, materials, equipment and incidentals necessary to perform operations in connection with clearing, grubbing, and disposal of cleared and grubbed materials.

### 1.2 Definitions

- A. Interfering or Objectionable Material: Trash, rubbish, and junk; vegetation and other organic matter, whether alive, dead, or decaying; topsoil.
- B. Clearing: Removal of interfering or objectionable material lying on or protruding above ground surface.
- C. Grubbing: Removal of vegetation and other organic matter including stumps, buried logs, and roots greater than 2 inches caliper to a depth of 6 inches below subgrade.
- D. Scalping: Removal of sod without removing more than upper 3 inches of topsoil.
- E. Stripping: Removal of topsoil remaining after applicable scalping is completed.
- F. Project Limits: Areas, as shown or specified, within which Work is to be performed.

### 1.3 Submittals

- A. Submit work plan in accordance with Section 01 33 00.
- B. The limits of clearing, grubbing and stripping are defined in Section 3.3 and detailed on the project plans.

### 1.4 Quality Assurance

- A. Obtain Owner's approval of staked clearing, grubbing, and stripping limits, prior to commencing clearing, grubbing, and stripping.

### 1.5 Scheduling and Sequencing

- A. Prepare site only after adequate erosion and sediment controls are in place. Limit areas exposed uncontrolled to erosion during installation of temporary erosion and sediment controls.

## Part 2 Products

(NOT USED)

## Part 3 Execution

### 3.1 General

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Clear, grub, and strip areas actually needed for staging area or site improvements within limits shown or specified. Do not injure or deface vegetation that is not designated for removal.

### 3.2 Preparation

- A. Mark areas to be cleared and grubbed prior to commencing clearing operations. The Owner shall approve clearing and grubbing limits prior to commencement of clearing operations.
- B. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place. Excavate for, and remove, underground utilities indicated to be removed.
  - 1. Arrange with utility owners to shut-off indicated utilities.
- C. Trees and shrubs outside of the clearing limits, which are within 10' of the clearing limits, shall be clearly marked to avoid damage during clearing and grubbing operations.
- D. Remove trees and brush outside the clearing limits, but within the immediate vicinity of the work, upon receipt of approval by the Owner, when the trees or brush interfere with the progress of construction operations.
- E. Clearly mark trees and shrubs within the clearing limits, which are to remain, and protect the trees and shrubs from damage during the clearing and grubbing operations.
- F. The clearing limits shall not extend beyond the project limits.

### 3.3 Limits

- A. As follows, but not to extend beyond Project limits.
  - 1. Excavation Including Trenches: 5 feet beyond top of cut slopes.
  - 2. Fill:
    - a. Clearing and Grubbing: 5 feet beyond toe of permanent fill.
    - b. Stripping and Scalping: 5 feet beyond toe of permanent fill.



3. Staging Area:
  - a. Clearing: 5 feet beyond perimeter.
  - b. Scalping and Stripping: As shown.
  - c. Grubbing: Around perimeter as necessary for neat finished appearance.
4. Other Areas: As shown.

- B. Remove rubbish, trash, and junk from entire area within project limits.

### 3.4 Clearing

- A. Clear areas within limits of construction.
- B. Fell trees so that they fall away from facilities and vegetation not designated for removal.
- C. Cut stumps not designated for grubbing flush with ground surface.
- D. Cut off shrubs, brush, weeds, and grasses to within 2 inches of ground surface.

### 3.5 Site Improvements

- A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
  1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
  2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

### 3.6 Grubbing

- A. Grub areas within limits of construction.

### 3.7 Scalping

- A. Do not remove sod until after clearing and grubbing is completed and resulting debris is removed.
- B. Scalp areas within limits shown or specified.

### 3.8 Stripping

- A. Do not remove topsoil until after scalping is completed.
- B. Strip areas within limits to minimum depths shown or specified. Do not remove subsoil with topsoil.

### 3.9 Tree Removal Outside Clearing Limits

- A. Remove Trees Within Project Limits:
  - 1. Dead, dying, leaning, or otherwise unsound trees that may strike and damage Project facilities in falling.
  - 2. Trees designated by Owner for removal.
- B. Remove stumps and debris, and if disturbed, restore surrounding area to its original condition.

### 3.10 Pruning

- A. Remove branches below the following heights: 20 feet above proposed ground level.
- B. Prune as indicated in local ordinances and the tree protection plans.

### 3.11 Salvage

- A. Saleable logs timber may be sold to Contractor's benefit. Promptly remove from Project site.
- B. Sod with commercial value may be sold to Contractor's benefit. Promptly remove from Project site.

### 3.12 Disposal

- A. Clearing and Grubbing Debris:
  - 1. Dispose of debris offsite.
  - 2. Burning of debris onsite will not be allowed.
  - 3. Woody debris may be chipped. Chips may be sold to Contractor's benefit or used for landscaping onsite as mulch or uniformly mixed with topsoil, provided that resulting mix will be fertile and not support combustion. Maximum dimensions of chipped material used onsite shall be 1/4-inch by 2 inch. Dispose of chips that are unsaleable or unsuitable for landscaping or other uses with unchipped debris.

4. Limit offsite disposal of clearing and grubbing debris to locations that are approved by federal, state, and local authorities, and that will not be visible from Project.
- B. Scalpings: As specified for clearing and grubbing debris.
- C. Strippings:
1. Dispose of strippings that are unsuitable for topsoil or that exceed quantity required for topsoil offsite.
  2. Stockpile topsoil in sufficient quantity to meet Project needs. Dispose of excess strippings as specified for clearing and grubbing.
- D. Completely remove timber, logs, roots, brush, rotten wood, and other refuse from the Owner's property. Disposal of materials in streams shall not be permitted and no materials shall be piled in stream channels or in areas where it might be washed away by floods. Timber within the area to be cleared shall become the property of the Contractor, and the Contractor may cut, trim, hew, saw, or otherwise dress felled timber within the limits of the Owner's property, provided timber and waste material is disposed of in a satisfactory manner. Materials shall be removed from the site daily, unless permission is granted by the Owner to store the materials for longer periods.

END OF SECTION



## Part 1 General

### 1.1 Section Includes

- A. Clearing and grubbing.
- B. Excavation and disposal of all wet and dry materials (including rock) encountered that must be removed for construction purposes.
- C. Sheeting, shoring, bracing, and timbering.
- D. Dewatering of trenches and other excavations.
- E. Pipe bedding.
- F. Backfilling and tamping of trenches, foundations, and other structures.

### 1.2 Definitions

- A. Degree of Compaction: Degree of compaction is expressed as a percentage of the maximum density obtained by the test procedure presented in ASTM D698, for general soil types, abbreviated as percent laboratory maximum density.
- B. Hard Materials: Weathered rock, dense consolidated deposits, or conglomerate materials which are not included in the definition of "rock" but which usually require the use of heavy excavation equipment, ripper teeth, or jack hammers for removal.
- C. Rock: Solid homogeneous interlocking crystalline material with firmly cemented, laminated, or foliated masses or conglomerate deposits, neither of which can be removed without systematic drilling and blasting, drilling and the use of expansion jacks or feather wedges, or the use of backhoe-mounted pneumatic hole punches or rock breakers; also large boulders, buried masonry, or concrete other than pavement.

### 1.3 Submittals

- A. The following shall be submitted in accordance with Section 01 33 00 - Submittal Procedures:
- B. Test Reports – Submit copies of all laboratory and field test reports within 24 hours of the completion of the test.
  - 1. Borrow Site Testing: Fill and backfill test.
  - 2. Select material test.
  - 3. Porous fill test for capillary water barrier.

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## Trenching and Backfilling

4. Density tests.
5. Moisture Content Tests.

### 1.4 Delivery, Storage, and Handling

- A. Perform in a manner to prevent contamination or segregation of materials.

### 1.5 Requirements for Off Site Soil

- A. Soils brought in from off site for use as backfill shall be tested for petroleum hydrocarbons, BTEX, PCBs and HW characteristics (including toxicity, ignitability, corrosivity, and reactivity). Backfill shall not contain concentrations of these analytes above the appropriate State and/or EPA criteria, and shall pass the tests for HW characteristics. Determine petroleum hydrocarbon concentrations by using appropriate State protocols. Determine BTEX concentrations by using EPA SW-846.3-3 Method 5035/8260B. Perform complete TCLP in accordance with EPA SW-846.3-3 Method 1311. Perform HW characteristic tests for ignitability, corrosivity, and reactivity in accordance with accepted standard methods. Perform PCB testing in accordance with accepted standard methods for sampling and analysis of bulk solid samples. Provide borrow site testing for petroleum hydrocarbons and BTEX from a grab sample of material from the area most likely to be contaminated at the borrow site (as indicated by visual or olfactory evidence), with at least one test from each borrow site. For each borrow site, provide borrow site testing for HW characteristics from a composite sample of material, collected in accordance with standard soil sampling techniques. Do not bring material onsite until tests results have been received and approved by the Owner.

### 1.6 Field Measurements

- A. Verify that survey bench mark and intended elevations for the Work are as shown on the drawings.

### 1.7 Coordination

- A. Verify work associated with lower elevation utilities is complete before placing higher elevation utilities.

### 1.8 Quality Assurance

- A. Dewatering Work Plan: Submit procedures for accomplishing dewatering work.
- B. Utilities: Movement of construction machinery and equipment over pipes and utilities during construction shall be at the Contractor's risk. Excavation made with power-driven equipment is not permitted within two feet of known utility or subsurface construction. For work immediately adjacent to or for excavations exposing a utility or other buried obstruction, excavate by hand. Start hand excavation on each side of the indicated obstruction and continue until the obstruction is uncovered or until clearance for the new grade is assured. Support uncovered lines or other existing work affected by the contract excavation until approval for backfill is granted by the

Engineer. Report damage to utility lines or subsurface construction immediately to the Engineer.

## Part 2 Products

### 2.1 Soil Materials

- A. Satisfactory Materials: Any materials classified by ASTM D2487 as GW, GP, GM, GP-GM, GW-GM, GC, GP-GC, GM-GC, SW, or SP, free of debris, roots, wood, scrap material, vegetation, refuse, soft unsound particles, and frozen, deleterious, or objectionable materials. Unless specified otherwise, the maximum particle diameter shall be one-half the lift thickness at the intended location.
- B. Unsatisfactory Materials: Materials which do not comply with the requirements for satisfactory materials. Unsatisfactory materials also include man-made fills, trash, refuse, or backfills from previous construction. Unsatisfactory material also includes material classified as satisfactory which contains root and other organic matter, frozen material, and stones larger than 3 inches. The Engineer shall be notified of any contaminated materials.
- C. Backfill and Fill Material: Provide ASTM D2321 materials as specified.
  - 1. Backfill materials shall be excavated materials without bricks, stone, foreign matter, or corrosive materials, where not otherwise specified on the Drawings.
- D. Topsoil: Provide as specified in Section 32 92 19 - Seeding.

### 2.2 Utility Bedding Material

- A. Provide ASTM D2321 materials as specified and as shown on the Drawings.
- B. Stabilizer for subgrade shall be either approved crushed stone or gravel, uniformly graded from ¼" to 1-¼" in size.

### 2.3 Borrow

- A. Obtain borrow materials required in excess of those furnished from excavations from sources outside of Owner's property.

## Part 3 Execution

### 3.1 Protection

- A. Shoring and Sheeting
  - 1. Take special care to avoid damage wherever excavation is being done. Sufficiently sheet, shore, and brace the sides of all excavations to prevent slides, cave-ins, settlement, or movement of the banks and to maintain the specified trench widths. Use solid sheets in wet, saturated, or flowing ground. All sheeting, shoring, and bracing shall have enough strength and rigidity to

withstand the pressures exerted, to keep the walls of the excavation properly in place, and to protect all persons and property from injury or damage. Separate payment will not be made for sheeting, shoring, and bracing, which are considered an incidental part of the excavation work.

2. Wherever employees may be exposed to moving ground or cave-ins, shore and lay back exposed earth excavation surfaces more than 5 feet high to a stable slope, or else provide some equivalent means of protection. Effectively protect trenches less than 5 feet deep when examination of the ground indicates hazardous ground movement may be expected. Guard the walls and faces of all excavations in which employees are exposed to danger from moving ground by a shoring system, sloping of the ground, or some equivalent protection.
3. Trench excavation safety protection shall be accomplished as required by the most recent provisions of Part 1926, Subpart P - Excavations, Trenching, and Shoring of the Occupational Safety and Health Administration (OSHA) Standards and Interpretations, as may be amended. Comply with all OSHA standards in determining where and in what manner sheeting, shoring, and bracing are to be done. The sheeting, shoring, and bracing system shall be designed by a professional engineer licensed in the State of Georgia and shall be subject to approval by the Engineer. However, such approval does not relieve the Contractor of the sole responsibility for the safety of all employees, the effectiveness of the system, and any damages or injuries resulting from the lack or inadequacy of sheeting, shoring, and bracing.
4. Where excavations are made adjacent to existing buildings or structures or in paved streets or alleys, take particular care to sheet, shore, and brace the sides of the excavation so as to prevent any undermining of or settlement beneath such structures or pavement. Underpin adjacent structures wherever necessary, with the approval of the Engineer.
5. Do not leave sheeting, shoring, or bracing materials in place unless this is called for by the Drawings, ordered by the Engineer, or deemed necessary or advisable for the safety or protection of the new or existing work or features. Remove these materials in such a manner that the new structure or any existing structures or property, whether public or private, will not be endangered or damaged and that cave-ins and slides are avoided.
6. Fill and compact all holes and voids left in the work by the removal of sheeting, shoring, or bracing as specified herein.
7. The Contractor may use a trench box, which is a prefabricated movable trench shield composed of steel plates welded to a heavy steel frame. The trench box shall be designed to provide protection equal to or greater than that of an appropriate shoring system.
8. A "Qualified Person", as defined by OSHA regulations, shall be on-site at all times during activities requiring trench safety provisions.



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B. Drainage and Dewatering

1. Provide for the collection and disposal of surface and subsurface water encountered during construction.
2. Drainage: So that construction operations progress successfully, completely drain construction site during periods of construction to keep soil materials sufficiently dry. Where applicable, the Contractor shall establish/construct storm drainage features (ponds/basins) at the earliest stages of site development and throughout construction grade the construction area to provide positive surface water runoff away from the construction activity and/or provide temporary ditches, dikes, swales, and other drainage features and equipment as required to maintain dry soils prevent erosion and undermining of foundations. When unsuitable working platforms for equipment operation and unsuitable soil support for subsequent construction features develop, remove unsuitable material and provide new soil material as specified herein. It is the responsibility of the Contractor to assess the soil and ground water conditions presented by the plans and specifications and to employ necessary measures to permit construction to proceed. Excavated slopes and backfill surfaces shall be protected to prevent erosion and sloughing. Excavation shall be performed so that the site, the area immediately surrounding the site, and the area affecting operations at the site shall be continually and effectively drained.
3. Dewatering:
  - a. Groundwater flowing toward or into excavations shall be controlled to prevent sloughing of excavation slopes and walls, boils, uplift and heave in the excavation and to eliminate interference with orderly progress of construction. French drains, sumps, ditches or trenches will not be permitted within 3 feet of the foundation of any structure, except with specific written approval, and after specific contractual provisions for restoration of the foundation area have been made. Control measures shall be taken by the time the excavation reaches the water level in order to maintain the integrity of the in situ material. While the excavation is open, the water level shall be maintained continuously, at least 2 feet below the working level.

C. Underground Utilities

1. Location of the existing utilities indicated is approximate. The Contractor shall physically verify the location and elevation of all existing utilities prior to starting construction. The Contractor shall contact the Georgia 811, City of Cartersville Public Works, Water Department, and Gas Department affected utilities for assistance in locating existing utilities.

- D. Machinery and Equipment: Movement of construction machinery and equipment over pipes during construction shall be at the Contractor's risk. Repair, or remove and provide new pipe for existing or newly installed pipe that has been displaced or damaged.

### 3.2 Surface Preparation

- A. Clear and grub project area in accordance with Section 31 11 00 - Clearing and Grubbing.
- B. Identify required lines, levels, contours, and datum.
- C. Protect plant life, lawns, and other features remaining as part of final landscaping.
- D. Maintain and protect above and below grade utilities which are to remain.

### 3.3 Excavation

- A. Excavate to contours, elevation, and dimensions indicated. Reuse excavated materials that meet the specified requirements for the material type required at the intended location. Keep excavations free from water. Excavate soil disturbed or weakened by Contractor's operations, soils softened or made unsuitable for subsequent construction due to exposure to weather. Excavations below indicated depths will not be permitted except to remove unsatisfactory material.
  - 1. Blasting: Not permitted
- B. Wherever muck, quicksand, soft clay, swampy ground, or other material unsuitable for foundations, subgrade, or backfilling is encountered, remove it and continue excavation until suitable material is encountered. The material removed shall be disposed of in the manner described below. Then refill the areas excavated for this reason with 1-inch to 2-inch sized crushed stone up to the level of the lines, grades, and/or cross sections shown on the Drawings. The top 6 inches of this refill shall be No. 57 stone for bedding
- C. Unless specified otherwise, refill excavations cut below indicated depth with backfill and fill material and compact to 98 percent of ASTM D698 maximum density. Satisfactory material removed below the depths indicated, without specific direction of the Engineer, shall be replaced with satisfactory materials to the indicated excavation grade. Determination of elevations and measurements of approved overdepth excavation of unsatisfactory material below grades indicated shall be done under the direction of the Engineer.
- D. Pipe Trenches:
  - 1. Unless the construction of lines by tunneling, jacking, or boring is called for by the Drawings or specifically authorized by the Engineer, make excavation for pipelines in open cut and true to the lines and grades shown on the Drawings or established by the Engineer on the ground. Cut the banks of trenches between vertical parallel planes equidistant from the pipe centerline. The horizontal distance between the vertical planes (or, if sheeting is used, between the inside faces of that sheeting) shall vary with the size of the pipe to be installed, but shall not be more than the distance determined by the following formula:  $4/3d + 15$  inches, where "d" represents the internal diameter of the pipe in inches. When approved in writing by the Engineer, the banks of trenches from the ground surface down to a depth not closer than 1 foot above the top

of the pipe may be excavated to nonvertical and nonparallel planes, provided the excavation below that depth is made with vertical and parallel sides equidistant from the pipe centerline in accordance with the formula given above. Any cut made in excess of the formula  $4/3d + 15$  inches shall be at the expense of the Contractor and may be cause for the Engineer to require that stronger pipe and/or a higher class of bedding be used at no cost to the Owner.

2. Grade bottom of trenches to provide uniform support for each section of pipe after pipe bedding placement. Tamp if necessary to provide a firm pipe bed. Recesses shall be excavated to accommodate bells and joints so that pipe will be uniformly supported for the entire length. Rock, where encountered, shall be excavated to a depth of at least 6 inches below the bottom of the pipe.
3. Excavate bell holes for bell and spigot pipe at proper intervals so that the barrel of the pipe will rest for its entire length upon the bottom of the trench. Bell holes shall be large enough to permit proper jointing of the pipe. Do not excavate bell holes more than 2 joints ahead of pipe laying.
4. Provide minimum depths of "Bedding Material" as shown on the Drawings.
5. Do not excavate pipe trenches more than 100 feet ahead of the pipe laying and perform all work so as to cause the least possible inconvenience to the public. Construct temporary bridges or crossings when and where the Engineer deems necessary to maintain vehicular or pedestrian traffic.
6. In all cases where materials are deposited along open trenches, place them so that in the event of rain no damage will result to the work and/or to adjacent property.

E. Hard Material and Rock

1. Any material that is encountered within the limits of the required excavation that cannot be removed except by drilling and/or blasting, including rock, boulders, masonry, hard pan, chert, shale, street and sidewalk pavements, and/or similar materials, shall be considered as unclassified excavation, and no separate payment will be made therefor.
2. Should rock be encountered in the excavation, remove it by drilling or other methods. No blasting shall be permitted
3. Rock excavation near existing utilities or other structures shall be conducted with the utmost care to avoid damage.

## Trenching and Backfilling

4. Excavate rock over the horizontal limits of excavation and to a depth as specified in the table below:

Size of Pipeline or Casing (Inches)	Depth of Excavation Below Bottom of Casing or Bottom of Pipe (Inches)
4 to 6	6
8 to 18	8
18 to 30	10
Over 30	12

Then backfill the space below grade with ASTM D2321 Class I crushed stone or other approved material, tamp to the proper grade, and make ready for construction.

F. Excavated Materials

1. Satisfactory excavated material required for fill or backfill shall be placed in the proper section of the permanent work required or shall be separately stockpiled if it cannot be readily placed. Satisfactory material in excess of that required for the permanent work and all unsatisfactory material shall be disposed of as specified in Paragraph "DISPOSITION OF SURPLUS MATERIAL."

### 3.4 Filling and Backfilling

- A. Fill and backfill to contours, elevations, and dimensions indicated. Compact each lift before placing overlaying lift.
- B. Backfill and Fill Material Placement For Utilities
  1. Begin backfilling after the line construction is completed and then inspected and approved by the Engineer. Place this backfill simultaneously on either side of the pipe in even layers that before compaction are no more than 6 inches deep. Thoroughly and completely tamp each layer into place before placing additional layers.
- C. At locations of improvements subject to damage by displacement, tamp and thoroughly compact the backfill in layers that, before compaction, are 6 inches deep. In other areas, the backfill for the upper portion of the trenches may be placed without tamping but shall be compacted to a density equivalent to that of adjacent earth material as determined by laboratory tests. Use special care to prevent the operation of backfilling equipment from causing any damage to the pipe.
- D. If earth material for backfill is, in the opinion of the Engineer, too dry to allow thorough compaction, then add enough water so that the backfill can be properly compacted. Do not place earth material that the Engineer considers too wet or otherwise unsuitable.

- E. Wherever excavation has been made within easements across private property, the top 1 foot of backfill material shall consist of topsoil, as defined in Section 32 92 19 - Seeding.
- F. Wherever trenches have been cut across or along existing pavement and driveways, including gravel or dirt drives, temporarily pave the backfill of such trenches by placing graded aggregate base crushed stone as the top 12 inches of the backfill. Maintain this temporary pavement either until the permanent pavement is restored or until the project is accepted by the Owner.
- G. Conduct backfilling around manholes, inlets, outfalls, and/or structures in the same manner as specified above for pipelines except that even greater care is necessary to prevent damage to the utility structure.
- H. Do not use power operated tampers to tamp that portion of the backfill around the pipe within 1 foot above the pipe.
- I. Perform backfilling so as not to disturb or injure any pipe and/or structure against which the backfill is being placed. If any pipe or structure is damaged and/or displaced during backfilling, open up the backfill and make whatever repairs are necessary, whenever directed to do so by the Engineer.
- J. Backfilling and clean-up operations shall closely follow pipe laying; failure to comply with this provision will result in the Engineer's requiring that the Contractor's other activities be suspended until backfilling and clean-up operations catch up with pipe laying.
- K. Compaction Requirements: Under buildings and 2 times the depth of pipe beyond, and under roads and 2 times the depth beyond the shoulder, compact to 98 percent maximum density in accordance with ASTM D698. In all other locations, compact to 95 percent maximum density.

### 3.5 Borrow

- A. Whenever the backfill of excavated areas or the placement of embankments requires more material than is available from authorized excavations, or whenever the backfill material from such excavations is unsuitable, then obtain additional material from other sources. This may require the opening of borrow pits at points accessible to the work. In such cases, make suitable arrangements with the property owner and pay all incidental costs, including any royalties, for the use of the borrowed material. Before a borrow pit is opened, the quality and suitability of its material shall be approved by the Engineer.
- B. Excavate borrow pits in such a way that the remaining surfaces and slopes are reasonably smooth and that adequate drainage is provided over the entire area. Construct drainage ditches wherever necessary to provide outlets for water to the nearest natural channel, thus preventing the formation of pools in the pit area. Leave the sides of borrow pit cuts at a maximum slope of 2:1 unless otherwise directed by the Engineer.

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## Trenching and Backfilling

- C. Properly clear and grub borrow pits, and remove all objectionable matter from the borrow pit material before placing it in the backfill.
- D. The taking of materials from borrow pits for use in the construction of backfill, fills, or embankments shall be considered an incidental part of the work; no separate payment shall be made for this.

### 3.6 Finish Operations

- A. Grading: Finish grades as indicated within one-tenth of one foot. Grade areas to drain water away from structures. Maintain areas free of trash and debris. For existing grades that will remain but which were disturbed by Contractor's operations, grade as directed.
- B. Protection of Surfaces: Protect newly backfilled, graded, and topsoiled areas from traffic, erosion, and settlements that may occur. Repair or reestablish damaged grades, elevations, or slopes.

### 3.7 Disposition of Surplus Material

- A. Whenever practicable, all materials removed by excavation that are suitable for backfilling pipe trenches or for other purposes shown on the Drawings or directed by the Engineer shall be used for these purposes. Any materials not so used shall be considered waste materials and disposed of by the Contractor as specified below.
- B. Once any part of the work is completed, properly dispose of all surplus or unused materials (including waste materials) left within the construction limits of that work. The Contractor shall dispose of these surplus and waste materials off-site in an appropriate manner in conformity with pertinent codes and ordinances. Leave the surface of the work in a neat and workmanlike condition, as described below.
- C. The disposal of waste materials shall be considered an integral part of the excavation work and one for which no separate payment shall be allowed.

### 3.8 Field Quality Control

- A. Sampling: Take the number and size of samples required to perform the following tests.
- B. Testing: Perform one of each of the following tests for each material used. Provide additional tests for each source change.
  - 1. Bedding Material and Fill and Backfill Material Testing: Test fill and backfill material in accordance with ASTM C136 for conformance to ASTM D2487 gradation limits; ASTM D1140 for material finer than the No. 200 sieve; ASTM D4318 for liquid limit and for plastic limit; ASTM D698 or ASTM D1557 for moisture density relations, as applicable.

Density Tests: Test density in accordance with ASTM D1556, or ASTM D6938. When ASTM D6938 density tests are used, verify density test results by performing an ASTM D1556 density test at a location already ASTM D6938 tested as specified

herein. Perform an ASTM D1556 density test at the start of the job, and for every 10 ASTM D6938 density tests thereafter. Test each lift at randomly selected locations with one test per 25 linear feet in each lift.

END OF SECTION





## Part 1 General

### 1.1 Work Included

- A. Provide the necessary plant, labor, materials and equipment to restore and maintain the various streets and driveway surfaces of all type, pavement and driveway bases, curbs, curb and gutter, and sidewalks disturbed, damaged, or demolished during the performance of the work.
- B. Dirt shoulders, roads, streets, drives, and walks are to be restored to their original condition as an incidental part of the installation of utilities.
- C. Repair damaged base on either side of a trench wherever necessary. Trim the oxidation surface to neat lines outside of the trench wall, and repave the entire area as specified below and as shown on the Drawings or on the standard drawings.

### 1.2 Related Sections

- A. Section 03 30 00 - Concrete Formwork, Reinforcement and Materials

### 1.3 References

- A. Georgia Department of Transportation (GDOT) Standard Specifications.

### 1.4 Quality Assurance

- A. Both these specifications and the Drawings make reference to the current edition of the Standard Specifications of the Georgia Department of Transportation (GDOT). Even though the weather limitations, construction methods, and materials specifications contained in the GDOT specifications may not be explicitly repeated in these specifications, they shall, wherever applicable to the work called for by this section, be considered as implied and therefore adhered to. However, the various subsections "Basis for Payment" contained in the GDOT specifications shall not be considered applicable.

## Part 2 Products

### 2.1 Concrete

- A. Concrete shall meet GDOT Standard Specifications.

### 2.2 Aggregate Base

- A. Concrete shall be meet GDOT Standard Specifications. Aggregate base shall be constructed in accordance with the requirements of Section 310 of the Georgia Department of Transportation Standard Specifications. The maximum thickness to be

laid in a single course shall be 6 inches compacted. If the design thickness of the base is more than 6 inches, it shall be constructed in two or more courses of approximate equal thickness. After the material placed has been shaped to line, grade and cross section, it shall be rolled until the course has been uniformly compacted to at least 100 percent of the maximum dry density when Group 2 aggregate is used, or to at least 98 percent of maximum dry density when Group 1 aggregate is used.

## 2.3 Asphaltic Concrete Base, Binder, and Surface Course:

- A. Asphaltic concrete base, binder and surface course construction shall conform to Georgia Department of Transportation Standard Specifications, Section 400. The pavement mixture shall not be spread until the designated surface has been previously cleaned and prepared, is intact, firm, properly cured, dry and the tack coat has been applied. Apply and compact the base in maximum layer thickness by asphalt spreader equipment of design and operation approved by the Engineer. After compaction, the black base shall be smooth and true to established profiles and sections. Apply and compact binder and the surface course in a manner approved by the Engineer. Immediately correct any high, low or defective areas by cutting out the course, replacing with fresh hot mix, and immediately compacting to conform and thoroughly bond to the surrounding area

## 2.4 Surface Treatment Pavement

- A. Bituminous penetration surface treatment pavement shall be replaced with a minimum thickness of 1 inch conforming to Section 424, Georgia Department of Transportation Standard Specifications.

## 2.5 Gravel Surfaces

- A. Existing gravel road, drive and parking area replacement shall meet the requirements of graded aggregate base course or #57 stone as directed by the Engineer. Graded aggregate base course surfacing may be authorized by the Engineer as a temporary surface for paved streets until replacement of hard surfaced pavement is authorized.

## 2.6 Pavement Marking Paint

- A. White and Yellow: Thermoplastic

# Part 3 Execution

## 3.1 Excavation

- A. Where trenches have been opened in any roadway, restore surfaces in accordance with the requirements of GDOT. All other restoration shall be done in accordance with applicable local standards and these specifications.
- B. Excavations in the pavement area shall require that pavement surface edges be saw-cut or cold plane milled to provide a straight and smooth edge.

- C. Upon completion of installation of utility or other work, if a temporary patch is to be used, mineral aggregate base (6" layers) and temporary asphalt patch (2" cold mix) shall be placed and rolled or mechanically compacted until such time that the permanent repair will be constructed.
- D. Full lane or roadway width milling and paving shall be required for area indicated on the drawings.
- E. Asphalt repairs adjacent to curb and gutter work encroaching more than 24-inches into the roadway shall require full lane width paving. If a construction joint falls within the road centerline and the edge of pavement, the milling and paving can be completed to the existing construction joint.

### 3.2 Subgrade

- A. Before any base material is installed, compact the subgrade of the area to be paved to 98 percent of optimum density as determined by ASTM D698 (Standard Proctor).
- B. The backfill material shall contain no topsoil or organic matter. For all areas where subgrade has been prepared, test for uniformity of support by driving a loaded dump truck at a speed of 2 to 3 mph over the entire surface. Make further improvements on all areas that show a deflection of 1 inch or more. When completed, the finished subgrade shall be hard, smooth, stable, and constructed in reasonably close conformance with the lines and grades that existed prior to beginning construction.
- C. When a base course is compacted, cut back the surface course of the existing pavement a minimum of 1 foot beyond the limit of the joint between the old and new base course, except at the edge of pavement and except where a flowable fill application is used to fill the trench, or as shown on the standard drawings. Take special care to ensure good compaction of the new base course at the joint. Apply and compact the surface to conform to the existing pavement so that it will have no surface irregularity.

### 3.3 Base

- A. Install a mineral aggregate base of the type specified above in accordance with GDOT Specifications. The maximum compacted thickness of any one layer shall be 6 inches and the total thickness of the base shall match the existing base thickness unless indicated otherwise on the Drawings.

### 3.4 Pavement Replacement

- A. Prior to replacing pavement, make a final cut in concrete pavement a minimum of the distance from the edge of the trench as indicated on the Drawings and no less than 6 inches back from the edge of the damaged pavement with a concrete saw. Remove asphalt pavement a minimum of the distance from the edge of the trench as indicated on the Drawings and no less than 6 inches back from the edge of the damaged pavement using pavement shearing equipment, jack hammers or other suitable tools.

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**Pavement Repair**

- B. Replace all street and roadway pavement as shown on the Drawings. Replace driveways, sidewalks and curbs with the same material, to nearest existing undisturbed construction joint and to the same dimensions as those existing.
- C. If the temporary crushed stone or chert surface is to be replaced, the top 6 inches shall be removed and the crushed stone surfacing for unpaved streets or the base for the bituminous surface shall be placed.
- D. Following this preparation, the chert or crushed stone base shall be primed with a suitable bituminous material and surfaced with the proper type of bituminous surface treatment.
- E. Where the paved surface is to be replaced with asphaltic concrete pavement, concrete pavement or with a concrete base and a surface course, the temporary chert or crushed stone surface and any necessary backfill material, additional existing paving and new excavation shall be removed to the depth and width shown on the Drawings. All edges of the existing pavement shall be cut to a straight, vertical edge. Care shall be used to get a smooth joint between the old and new pavement and to produce an even surface on the completed street. Concrete base slabs and crushed stone bases, if required, shall be placed and allowed to cure for three days before bituminous concrete surface courses are applied. Expansion joints, where applicable, shall be replaced in a manner equal to the original joint.
- F. Where driveways or roadways, constructed of specialty type surfaces, e.g., brick or stone are disturbed or damaged, these driveways and roadways shall be restored utilizing similar materials. Where the nature of these surfaces dictate, a specialty contractor shall be used to restore the surfaces to their previous or better condition. Special surfaces shall be removed and replaced to the limits to which they were disturbed.

### 3.5 Pavement Striping

- A. Pavement striping removed or paved over shall be replaced with the same type, dimension and material as original unless directed otherwise by the Engineer.

### 3.6 Gravel Driveways

- A. Where #57 stone is authorized to be placed on existing driveways, the depth shall be as directed by the Engineer.

### 3.7 Smoothness

- A. The finished surfaces shall conform to the lines and grades that existed prior to construction. No deviations, variations, or irregularities exceeding 1/4 inch in any direction when tested with a 12-foot straightedge will be permitted in the finished work, nor will any depressions that will not drain. Correct all such defects.

### 3.8 Sampling and Testing

- A. Submit to the Owner's Representative a certification that the crushed mineral aggregate, bituminous materials, and asphaltic concrete design mixes meet requirements of GDOT, and obtain his approval of these reports before starting paving operations.
- B. The Owner has the right but not the obligation to make tests on the completed elements of the pavement to ascertain the compacted thickness of the base and surface courses. If sections with deficient thicknesses are found, the full section for a reasonable distance on each side of deficiency shall be refused. Remove and reinstall all such sections. Patch all test holes in connection with thickness tests. The Owner will pay for initial test. If test results in failure, any additional testing is at the Contractor's expense.
- C. When making surface tests, furnish one man to mark all surface defects for corrections.

### 3.9 Other Work

- A. Any disturbed pavement markings must be restored to current local or GDOT standards.
- B. Curb and gutter, sidewalk, and shoulders, shall be restored as required to match existing construction. Replace damaged sections with completely new sections from expansion joint to expansion joint. Patching curb, gutter, or sidewalk will not be permitted.
- C. When a manhole top or other utility casting requires adjustment to an elevation one inch or more above the existing pavement grade a temporary ramp shall be constructed by feathering bituminous concrete 360 degrees around the casting. A taper slope of not less than two feet per inch shall be used. Taper shall be removed prior to placement of bituminous concrete surface course.

### 3.10 Warranty

- A. All repairs within the right of way shall be warranted for a period of one (1) year following the date of final acceptance. Evidence of settling, pumping, or cracking represents a warranty violation. Construction Requirements of GDOT Standard Specifications shall apply.

END OF SECTION



## Part 1 General

### 1.1 Section Includes

- A. Seeding of disturbed areas.
- B. Fertilizing and soil amendments, as necessary.
- C. Maintenance.

### 1.2 References

- A. U.S. Department of Agriculture (USDA)
  - 1. AMS Seed Act - Federal Seed Act.
  - 2. DOA SSIR 42 - Soil Survey Investigation Report No. 42, Soil Survey Laboratory Methods Manual, Version 3.0.

### 1.3 Definitions

- A. Acceptable Stand of Turf: An area is considered acceptable if it is represented by a minimum of 100 seedlings per square foot of the permanent species of grass representative of the seed mixture.

### 1.4 Submittals

- A. The following shall be submitted in accordance with Section 01 33 00 - Submittal Procedures:
  - 1. Product Data:
    - a. Wood cellulose fiber mulch.
    - b. Fertilizer: Include physical characteristics, and recommendations.
  - 2. Certificates:
    - a. Contractor shall furnish labels or certified laboratory reports from an accredited commercial seed laboratory or a state seed laboratory showing the analysis and germination of the seed to be furnished. Acceptance of the seed test reports shall not relieve the Contractor of any responsibility or liability for furnishing seed meeting the requirements of this section.

## 3. Test Results:

- a. The Contractor shall obtain representative samples and furnish soil test certificates including textural, pH, and organic ignition analysis from the State University Agricultural Extension Service or other certified testing laboratory.

## 1.5 System Description

- A. This work shall be performed in all disturbed areas not receiving such site improvements as buildings, roads, walks, sod, planting, etc., and shall include, but not necessarily be limited to, all seed bed preparation; the supplying and placing of soil additives, seed, and mulch wherever required by the Drawings or directed by the A/E; and maintenance.
- B. All existing lawns encountered shall be replaced with topsoil and seeding of the same type and quality as that existing prior to construction and shall be restored to original condition or better.
- C. Unless otherwise approved in writing by the A/E, seeding operations shall be limited to the following planting periods:
  1. Spring - March 1 through May 30.
  2. Fall - August 15 through October 31.
- D. Seeding Requirements Table:

Area	Species	Seed Rate	Fertilizer	Limestone
Flat to Rolling Terrain with Slopes Less than 3:1	Bermuda	10 lbs/1000 SF	15 lbs/1000 SF	40 lbs/1000 SF

1. When seeding during March 1 through April 15 and September 1 through November 20, add an additional 3 pounds per 1,000 square feet of annual rye grass, cereal grass and millet.
- E. Refer to other sections for items affecting seeding. Coordinate this work with that specified by other sections for timely execution.

## 1.6 Delivery, Storage, and Handling

## A. Delivery

1. Seed Protection: Protect from drying out and from contamination during delivery, on-site storage, and handling.
2. Fertilizer and Other Agricultural Chemicals Delivery: Deliver to the site in original, unopened containers bearing manufacturer's chemical analysis, name, trade name, trademark, and indication of conformance to state and



federal laws. Instead of containers, fertilizer, gypsum, sulphur, iron, and lime may be furnished in bulk with certificate indicating the above information.

B. Storage

1. Seed, Fertilizer, ,Gypsum, Sulfur, Iron, and Lime Storage: Store in cool, dry locations away from contaminants.
2. Topsoil: Prior to stockpiling topsoil, treat growing vegetation with application of appropriate specified non-selective herbicide. Clear and grub existing vegetation three to four weeks prior to stockpiling topsoil.

C. Handling: Do not drop or dump materials from vehicles.

## Part 2 Products

### 2.1 Topsoil

- A. On-Site Topsoil: Surface soil stripped and stockpiled on site and modified as necessary to meet the requirements specified for topsoil in paragraph entitled "Composition." When available, topsoil shall be existing surface soil stripped and stockpiled on-site in accordance with Section 31 23 33 – Trenching and Backfilling.
- B. Off-Site Topsoil: Conform to requirements specified in paragraph entitled "Composition." Additional topsoil shall be furnished by the Contractor.
- C. Composition: Containing from 5 to 20 percent organic matter as determined by the topsoil composition tests of the Organic Carbon, 6A, Chemical Analysis Method described in DOA SSIR 42. Maximum particle size, 3/4 inch, with maximum 3 percent retained on 1/4 inch screen. The pH shall be tested in accordance with ASTM D4972. Topsoil shall be free of sticks, stones, roots, and other debris and objectionable materials. Other components shall conform to the following limits:

Silt	25-50 percent.
Clay	10-30 percent.
Sand	20-35 percent.
pH	5.5 to 7.0.
Soluble Salts	600 ppm maximum.

### 2.2 Grass Seed

- A. Seed shall be delivered in new bags or bags that are sound and labeled in accordance with the U.S. Department of Agriculture Federal Seed Act.
- B. All seed shall be from the last crop available at time of purchase and shall not be moldy, wet, or otherwise damaged in transit or storage.
- C. Seed shall bear the growers analysis testing to 98% for purity and 90% for germination. At the discretion of the Engineer, samples of seed may be taken for check against the grower's analysis.

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**Seeding**

- D. Species, rate of seeding, fertilization, and other requirements are shown in the Seeding Requirements Table.

**2.3 Fertilizer Materials**

- A. Fertilizer materials shall comply with applicable state, local, and federal laws concerned with their production and use.
- B. Commercial fertilizer shall be a ready mixed material and shall be equivalent to the grade or grades specified in the Seeding Requirements Table. Container bags shall have the name and address of the manufacturer, the brand name, net weight, and chemical composition.

**2.4 Agricultural Limestone**

- A. Containing a minimum of 85 percent calcium carbonate and magnesium carbonate combined, 85 percent of which passes a No. 10 mesh sieve, and 40 percent passing a No. 40 mesh sieve.

**2.5 Mulch**

- A. Mulch shall be free from noxious weeds, mold, and other deleterious materials.
- B. Straw: Stalks from oats, wheat, rye, barley, or rice. Furnish in air-dry condition and of proper consistency for placing with commercial mulch blowing equipment. Straw shall contain no fertile seed.

**2.6 Mulch Binder**

- A. Mulch on slopes exceeding 3 to 1 ratio shall be held in place by the use of an approved mulch binder. The mulch binder shall be non-toxic to plant life and shall be acceptable to the Engineer.
- B. Emulsified asphalt binder shall be Grade SS-1, ASTM D 977. Cut-back asphalt binder shall be Grade RC 70 or RC 250.

**2.7 Inoculants for Legumes**

- A. All leguminous seed shall be inoculated prior to seeding with a standard culture of nitrogen-fixing bacteria that is adapted to the particular seed involved.

**2.8 Water**

- A. Water shall be clean, clear water free from any objectionable or harmful chemical qualities or organisms and shall be furnished by the Contractor.

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## Part 3 Execution

### 3.1 Preparation

- A. Extent Of Work: Provide soil preparation (including soil conditioners as required), fertilizing, seeding, and surface topdressing of all newly graded finished earth surfaces, unless indicated otherwise, and at all areas inside or outside the limits of construction that are disturbed by the Contractor's operations.
- B. Topsoil: Provide 4 inches of off-site topsoil or on-site topsoil to meet indicated finish grade. Over rock, provide minimum of 12 inches of topsoil. After areas have been brought to indicated finish grade, incorporate fertilizer, pH adjusters, and soil conditioners into soil a minimum depth of 4 inches by disking, harrowing, tilling or other method approved by the Engineer. Remove debris and stones larger than 3/4 inch in any dimension remaining on the surface after finish grading. Correct irregularities in finish surfaces to eliminate depressions. Protect finished topsoil areas from damage by vehicular or pedestrian traffic.
- C. Before beginning seeding operations in any area, complete the placing of topsoil and final grading, and have the work approved by the Owner's Representative.

### 3.2 Seeding

- A. Seed Application and Conditions
  - 1. Immediately before seeding, restore soil to proper grade.
  - 2. Do not seed when ground is muddy, frozen, snow covered, or in an unsatisfactory condition for seeding.
  - 3. Apply seed within twenty four hours after seedbed preparation.
  - 4. Sow seed by approved sowing equipment. Sow one-half the seed in one direction, and sow remainder at right angles to the first sowing.
- B. Seed of the specified group shall be sown as soon as preparation of the seedbed has been completed. No seed shall be sown during high winds, nor until the surface is suitable for working and is in a proper condition. Seeding shall be performed during the dates shown in the Seeding Requirements Table unless otherwise approved by the Engineer. Seed mixtures may be sown together provided they are kept in a thoroughly mixed condition during the seeding operation. Copies of all weight tickets shall be furnished to the Engineer.
- C. Seeds shall be uniformly sown by any approved mechanical method to suit the slope and size of the areas to be seeded, preferably with a broadcast type seeder, windmill hand seeder, or approved mechanical power drawn seed drills. Hydro-seeding and hydro-mulching may be used on steep embankments, provided full coverage is obtained. Care shall be taken to adjust the seeder for seeding at the proper rate before seeding operations are started and to maintain their adjustment

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**Seeding**

during seeding. Seed in hoppers shall be agitated to prevent segregation of the various seeds in a seeding mixture.

- D. Immediately after sowing, the seeds shall be covered and compacted to a depth of 1/8 to 3/8 inch by a cultipacker or suitable roller.
- E. Leguminous seeds shall be inoculated prior to seeding with an approved and compatible nitrogen-fixing inoculated in accordance with the manufacturer's mixing instructions.

### 3.3 Mulching

- A. All seeded areas shall be uniformly mulched in a continuous blanket immediately after seeding. The mulch shall be applied so as to permit some sunlight to penetrate and the air to circulate and at the same time shade the ground, reduce erosion, and conserve soil moisture. Approximately 25 percent of the ground shall be visible through the mulch blanket.
- B. One of the following mulches shall be spread evenly over the seeded areas at the following application rates:
  - 1. Wood Cellulose Fiber                      1,400 lbs./acre
  - 2. Stalks    4,000 lbs./acre
  - 3. Straw    4,000 lbs./acre

These rates may be adjusted at the discretion of the Engineer at no additional cost to the Owner, depending on the texture and condition of the mulch material and the characteristics of the seeded area.

- C. Mulch on slopes greater than 3 to 1 ratio shall be held in place by the use of an approved mulch binder. Binder shall be thoroughly mixed and applied with the mulch. Emulsified asphalt or cutback asphalt shall be applied at the approximate rate of 5 gallons per 1,000 square feet as required to hold the mulch in place.
- D. The Contractor shall cover structures, poles, fence, and appurtenances if the mulch binder is applied in such a way that it would come in contact with or discolor the structures.
- E. Mulch and binder shall be applied by suitable blowing equipment at closely controlled application rates.

### 3.4 Watering

- A. Contractor shall be responsible for maintaining the proper moisture content of the soil to ensure adequate plant growth until a satisfactory stand is obtained. If necessary, watering shall be performed to maintain adequate water content in the soil.

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- B. Watering shall be accomplished by hoses, tank trucks, or sprinklers in such a way to prevent erosion, excessive runoff, and overwatered spots.

### 3.5 Maintenance and Bond

- A. Upon completion of seeding operations, the Contractor shall clear the area of all equipment, debris, and excess material and the premises shall be left in a neat and orderly condition.
- B. No equipment, material storage, construction traffic, etc., will be permitted on newly seeded ground.
- C. The Contractor shall maintain all seeded areas without additional payment until final acceptance of the work by the Owner. Seeding work shall be repeated on defective areas until a satisfactory uniform stand is accomplished. Damage resulting from erosion, gullies, washouts, or other causes shall be repaired by filling with topsoil, compacting, and repeating the seeding work at contractor's expense.
- D. A grassing bond will be required to cover all grassed area, solid sod areas, and erosion control for one year after the time of planting seed or placing sod.

### 3.6 Field Quality Control

- A. The Owner's Representative shall inspect the seeding within 60 days after planting and determine if an acceptable stand of grass has been produced.
- B. If an acceptable growth is not obtained on the first planting, reseeding and remulching will be required.
- C. If the planting is less than 50 percent successful, rework the ground, refertilize, reseed, and remulch.

END OF SECTION



## Part 1 General

### 1.1 Work Included

- A. Furnishing and installing sod.
- B. Preparation of Ground.
- C. Placement of Sod and Fertilization.
- D. Maintenance of Sod.

### 1.2 Related Sections

- A. Section 31 23 33 Trenching and Backfilling
- B. Section 32 92 19 Seeding

### 1.3 Definitions

- A. Stand of Turf: 100 percent ground cover of the established species.

### 1.4 Submittals

- A. The following shall be submitted in accordance with Section 01 33 00 Submittal Procedures:
  - 1. Product Data Fertilizer: Include physical characteristics, and recommendations.
  - 2. Test Reports: Topsoil composition tests (reports and recommendations).
  - 3. Certificates: Sod farm certification for sods. Indicate type of sod in accordance with TPI GSS.

### 1.5 Delivery, Storage, and Handling

- A. Delivery
  - 1. Sod Protection: Protect from drying out and from contamination during delivery, on-site storage, and handling.
  - 2. Fertilizer Delivery: Deliver to the site in original, unopened containers bearing manufacturer's chemical analysis, name, trade name, trademark, and indication of conformance to state and federal laws. Instead of containers, fertilizer may be furnished in bulk with certificate indicating the above information.

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## Sodding

### B. Storage

1. Sod Storage: Lightly sprinkle with water, cover with moist burlap, straw, or other approved covering; and protect from exposure to wind and direct sunlight until planted. Provide covering that will allow air to circulate so that internal heat will not develop. Do not store sod longer than 24 hours. Do not store directly on concrete or bituminous surfaces.
2. Topsoil: Prior to stockpiling topsoil, treat growing vegetation with application of appropriate specified non-selective herbicide. Clear and grub existing vegetation three to four weeks prior to stockpiling topsoil.
3. Handling: Do not drop or dump materials from vehicles.

## 1.6 Time Restrictions and Planting Conditions

- A. Restrictions: Do not plant when the ground is frozen, snow covered, muddy, or when air temperature exceeds 90 degrees Fahrenheit.

## 1.7 Time Limitations

- A. Sod: Place sod a maximum of thirty six hours after initial harvesting, in accordance with TPI GSS as modified herein.

## Part 2 Products

### 2.1 Sods

- A. Classification: Nursery grown, certified as classified in the TPI GSS. Machine cut sod at a uniform soil thickness of not less than one inch, excluding top growth and thatch. Each individual sod piece shall be strong enough to support its own weight when lifted by the ends. Broken pads, irregularly shaped pieces, and torn or uneven ends will be rejected. Wood pegs and wire staples for anchorage shall be as recommended by sod supplier.
- B. Purity: Sod species shall be genetically pure, free of weeds, pests, and disease.
- C. Set sod between March 1 and October 15 and when the soil is in a workable condition.
- D. Kentucky 31 Fescue (*Festuca Elatior*); new sod consisting of live, dense, well rooted growth; well suited for the intended purpose and soil conditions; completely free of noxious weeds and grasses (Bermuda grass, quack grass, Johnson grass, Canada thistle); and containing less than 5 plants of objectionable weeds per 100 square feet if nursery grown or 10 such plants if field grown.
  1. Sod Farm Overseeding: At the sod farm provide sod with overseeding of type recommended by seed producer.



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## 2.2 Topsoil

- A. On-Site Topsoil: Surface soil stripped and stockpiled on site and modified as necessary to meet the requirements specified for topsoil in paragraph entitled "Composition." When available, topsoil shall be existing surface soil stripped and stockpiled on-site in accordance with Section 31 23 33 Trenching and Backfilling.
- B. Off-Site Topsoil: Conform to requirements specified in paragraph entitled "Composition." Additional topsoil shall be furnished by the Contractor.
- C. Composition:
  - 1. Containing from 5 to 10 percent organic matter as determined by the topsoil composition tests of the Organic Carbon, 6A, Chemical Analysis Method described in DOA SSIR 42.
  - 2. Maximum particle size, 3/4 inch, with maximum 3 percent retained on 1/4 inch screen.
  - 3. The pH shall be tested in accordance with ASTM D4972.
  - 4. Topsoil shall be free of sticks, stones, roots, and other debris and objectionable materials.
  - 5. Other components shall conform to the following limits:
    - a. Silt: 25-50 percent
    - b. Clay: 10-30 percent
    - c. Sand: 20-35 percent
    - d. pH: 5.5 to 7.0
    - e. Soluble Salts: 600 ppm maximum

## 2.3 Soil Conditioners

- A. Lime: Commercial grade hydrate limestone containing a calcium carbonate equivalent (C.C.E.) as specified in ASTM C602 of not less than 85 percent
- B. Aluminum Sulfate Commercial grade
- C. Sulfur: 100 percent elemental
- D. Iron: 100 percent elemental
- E. Peat: Natural product of peat moss derived from a freshwater site and conforming to ASTM D4427. Shred and granulate peat to pass a 1/2 inch mesh screen and condition in storage pile for minimum 6 months after excavation.

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**Sodding**

- F. Sand: Clean and free of materials harmful to plants.
- G. Perlite Horticultural grade
- H. Composted Derivatives: Ground bark, nitrolized sawdust, humus or other green wood waste material free of stones, sticks, and soil stabilized with nitrogen and having the following properties:
  - 1. Particle Size: Minimum percent by weight passing:
    - a. No. 4 mesh screen: 95
    - b. No. 8 mesh screen: 80
  - 2. Nitrogen Content: Minimum percent based on dry weight:
    - a. Fir Sawdust: 0.7
    - b. Fir or Pine Bark: 1.0
- I. Gypsum: Coarsely ground gypsum comprised of calcium sulfate dihydrate 91 percent, calcium 22 percent, sulfur 17 percent; minimum 96 percent passing through 20 mesh screen, 100 percent passing thru 16 mesh screen
- J. Calcined Clay:
  - 1. Calcined clay shall be granular particles produced from montmorillonite clay calcined to a minimum temperature of 1200 degrees F.
  - 2. Gradation: A minimum 90 percent shall pass a No. 8 sieve; a minimum 99 percent shall be retained on a No. 60 sieve; and a maximum 2 percent shall pass a No. 100 sieve.
  - 3. Bulk density: A maximum 40 pounds per cubic foot.

**2.4 Fertilizer**

- A. Granular Fertilizer: Organic, granular controlled release fertilizer containing the following minimum percentages, by weight, of plant food nutrients:
  - 1. 10 percent available nitrogen
  - 2. 10 percent available phosphorus
  - 3. 10 percent available potassium

**2.5 Water**

- A. Source of water shall be approved by Owner and of suitable quality for irrigation containing no element toxic to plant life.

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## Part 3 Execution

### 3.1 Preparation

- A. Provide 4 inches of off-site topsoil to meet indicated finish grade. After areas have been brought to indicated finish grade, incorporate fertilizer into soil a minimum depth of 4 inches by disking, harrowing, tilling or other method approved by the Engineer. Remove debris and stones larger than 3/4 inch in any dimension remaining on the surface after finish grading. Correct irregularities in finish surfaces to eliminate depressions. Protect finished topsoil areas from damage by vehicular or pedestrian traffic.
- B. Apply fertilizer and agricultural limestone uniformly over the sod bed at the rates shown below.
  - 1. Fertilizer: 15 pounds per 1,000 square feet of 10-10-10
  - 2. Agricultural Limestone: 40 pounds per 1,000 square feet

### 3.2 Sodding

- A. Finished Grade and Topsoil
  - 1. Prior to the commencement of the sodding operation, the Contractor shall verify that finished grades are as indicated on drawings; the placing of topsoil, smooth grading, and compaction requirements have been completed in accordance with Section 31 23 33 Trenching and Backfill.
  - 2. The prepared surface shall be a maximum 1 inch below the adjoining grade of any surfaced area. New surfaces shall be blended to existing areas. The prepared surface shall be completed with a light raking to remove from the surface debris and stones over a minimum 5/8 inch in any dimension.
- B. Placing: Place sod a maximum of 36 hours after initial harvesting, in accordance with TPI GSS as modified herein.
  - 1. Place sod by hand so that the edges are in close contact and in a position to break joints with the long dimension perpendicular to the slope. Fit and pound the sod into place with a 10 inches x 10 inches wood tamp or other similar implements.
- C. Sodding Slopes and Ditches: For slopes 2:1 and greater, lay sod with long edge perpendicular to the contour. For V-ditches and flat bottomed ditches, lay sod with long edge perpendicular to flow of water. Anchor each piece of sod with wood pegs or wire staples maximum 2 feet on center.
- D. Finishing: After completing sodding, blend edges of sodded area smoothly into surrounding area. Air pockets shall be eliminated and a true and even surface shall be provided. Frayed edges shall be trimmed and holes and missing corners shall be patched with sod.

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Sodding

- E. Rolling: Immediately after sodding, firm entire area except for slopes in excess of 3 to 1 with a roller not exceeding 90 pounds for each foot of roller width.
- F. Watering: Start watering areas sodded as required by daily temperature and wind conditions. Apply water at a rate sufficient to ensure thorough wetting of soil to minimum depth of 6 inches. Run-off, puddling, and wilting shall be prevented. Unless otherwise directed, watering trucks shall not be driven over turf areas. Watering of other adjacent areas or plant material shall be prevented.
- G. Two weeks after the sod is installed, top dress and thoroughly water it. Top dressing shall consist of the following:
  - 1. 1/2 to 1 pound of 38 percent urea formaldehyde per 1,000 square feet
  - 2. 20 pounds of 6 12 12 fertilizer per 1,000 square feet
- H. Dispose of all surplus material as directed by the Owner.
- I. The Owner will review the sod for acceptance 30 days after installation, at which time the maintenance period will begin as stated in these specifications. This acceptance by the Owner is for the purposes of payment only.

### 3.3 Protection of Turf Areas

- A. Immediately after turfing, protect area against traffic and other use.

### 3.4 Restoration

- A. Restore to original condition existing turf areas which have been damaged during turf installation operations. Clean other paving when work in adjacent areas is complete.

### 3.5 Inspections

- A. The Owner's Representative shall inspect the sod within 30 days after installation and determine if it is acceptable.
- B. Establish an acceptable stand of turf, as defined herein, on all areas indicated on the Drawings.

END OF SECTION

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Preconditioning and Cleaning of Underground Sewer Pipelines

Part 1 General

1.1 Work Included

- A. This Section includes furnishing all labor, material, equipment and services required for cleaning all sanitary sewer pipelines, prior to inspection of the sewers by closed circuit television as authorized by the Engineer or for installation of CIPP, as shown on the Drawings and/or specified herein. Preconditioning and cleaning involves removal of all sediment lodged in the manhole or sewer. Preconditioning and cleaning also involves removal of invading roots, corroded concrete, intruding laterals and any other extraneous debris.
- B. The Contractor's unit price bid shall be for jetting in sewers both upstream and downstream directions.

1.2 Definitions

- A. Sediment: Any and all solid or semi-solid materials, fines, granular material, sand, grit, gravel, rocks, debris, grease, oil, sludge, slime, or any other loose material or encrustation.
- B. Cleaning: Removing all sediment from the sewer pipelines, so that a closed circuit television camera can be used in the internal pipeline inspection for the purpose of discerning structural defects, misalignment and infiltration/inflow sources.
- C. Heavy Cleaning: Performing cleaning, as defined above when greater than twenty-five percent of a pipe's cross-sectional area is full of sediment or when the use of mechanical apparatuses (i.e., buckets, pigs, rodding machines, grinders, etc.), are required to remove sediment and/or obstructions from a pipe.
- D. Hydraulic Cleaning: Hydraulic-propelled devices which require a head of water to operate must utilize a collapsible dam. The dam must be easily collapsible to prevent damage to the sewer main, property, etc. When using hydraulically-propelled devices, precautions shall be taken to ensure that the water pressure created does not cause damage or flood public or private property. The Contractor shall not increase the hydraulic gradient of the sanitary sewers beyond the elevation that could cause overflow of sewage into area waterways or laterals. The flow of wastewater present in the sanitary sewer main shall be utilized to provide necessary fluid for hydraulic cleaning devices whenever possible.
- E. High Velocity Cleaning: Cleaning equipment that uses a high velocity water jet for removing debris shall be capable of producing a minimum volume of 50 gpm, with a pressure of 1,500 psi, for the sanitary sewer line and 3,500 psi for the (manhole)

structure at the pump. Any variations to this pumping rate must be approved, in advance, by the Engineer. To prevent damage to older sewer mains and property, a pressure less than 1500 psi can be used. A working pressure gauge shall be used on the discharge of all high-pressure water pumps. The Contractor shall use, in addition to conventional nozzles, a nozzle which directs the cleaning force to the bottom of the pipe for sewers 18" and larger in diameter. The Contractor shall operate the equipment so that the pressurized nozzle continues to move at all times. The pressurized nozzle shall be turned off or reduced anytime the hose is on hold or delayed in order to prevent damage to the line.

- F. Mechanical Cleaning: Mechanical cleaning, in addition to normal cleaning when required, shall be with approved equipment and accessories driven by power winching devices. The Contractor shall submit the equipment manufacturer's operational manual and guidelines to the Engineer, which shall be followed strictly unless modified by the Engineer. All equipment and devices shall be operated by experienced operators so that they do not damage the pipe in the process of cleaning. Buckets, scrapers, scooters, porcupines, kites, heavy duty brushes, and other debris-removing equipment/accessories shall be used as appropriate and necessary in the field, in conjunction with the approved power machines. The use of cleaning devices such as rods, metal pigs, porcupines, root saws, snakes, scooters, sewer balls, kites, and other approved equipment, in conjunction with hand winching device, and/or gas, electric rod propelled devices, shall be considered normal cleaning equipment.

### 1.3 Submittals

- A. Submit in accordance with Section 01 33 00 - Submittal Procedures.
- B. The Contractor shall submit a comprehensive equipment list to the Engineer before commencement of the work. The complete list, which shall include all backup and standby equipment, shall be broken down into the following categories (at a minimum):
1. Manhole preconditioning and cleaning equipment.
  2. Sewer preconditioning and cleaning equipment.
  3. Flow diversion and flow control equipment.
  4. Traffic control equipment.
  5. All other equipment necessary for the completion of the Work.
- C. Field Reports
1. Submit in accordance with Section 01 33 00 - Submittal Procedures.

2. The Contractor shall complete a cleaning report for each sewer segment cleaned. The report shall be a typed or legibly hand written, tabular inspection sheet that includes the required items. Contractor shall submit samples of the report they intend to use for approval of the Engineer prior to beginning inspection activities. A hard copy of this report shall be furnished on a weekly basis to the Engineer. The information required on the cleaning report shall be as follows:
  - a. Upstream and downstream manhole numbers corresponding to the section of sewer cleaned.
  - b. Name of nearest street.
  - c. Degree and nature of deposits prior to cleaning.
  - d. Length of sewer line cleaned.
  - e. Method required for cleaning.
  - f. Location of all active services on the line segment.

## 1.4 Quality Assurance

- A. Contractor shall have a demonstrated record of experience of cleaning of similarly sized sewer lines. Contractor shall be able to document experience totaling at least 3 miles of similarly sized sewer lines over the past 3 to 5 years.

## Part 2 Products

### 2.1 Cleaning Equipment

- A. Cleaning shall be performed by high-velocity jet (hydrocleaning) equipment or mechanically powered equipment. Equipment shall include a high-velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel.
- B. The equipment and methods selected shall be satisfactory to Engineer. The equipment shall be capable of removing all sediment from the sewer and manholes.

## Part 3 Execution

### 3.1 General

- A. The Contractor shall ensure that standby or back-up equipment can be delivered to the site within 24 hours in the event of equipment breakdown. The Contractor shall submit evidence of such back-up equipment and its location.
- B. The Contractor shall be responsible for obtaining water necessary for cleaning and other work items requiring water. The Owner will be responsible for making water available at existing hydrants necessary for the performance of this Contract. The Contractor shall be responsible for obtaining a hydrant use permit from the local water utility company.
- C. The Contractor shall be responsible for locating and access to all manholes.
- D. All details of the point of water connection, backflow protection, conveyance methods, draw-off rates, times and all local conditions regarding the use of water must be approved by the Engineer prior to commencement of work. All equipment, labor, and material required for obtaining water for the work shall be provided by the Contractor.
- E. The Contractor must ensure that a 6-inch minimum air gap is maintained at the water supply point on cleaning equipment or any other receiving apparatus.

### 3.2 Cleaning

- A. Cleaning shall be accomplished by utilizing a high pressure, hydraulic sewer pipeline cleaner. Pressure jetting equipment used shall be sufficient for the purposes of attaining the degree of cleanliness in sewers as specified.
- B. The cleaning unit(s) shall be capable of routinely operating up to a minimum of 500 feet from the point of access to the sewer. Minimal hose diameter shall be one inch.
- C. Cleaning shall be performed immediately prior to the internal inspection to preclude the build-up of sediment. Should television inspection reveal that a sewer pipeline is not clean, the cleaning operations shall be repeated until the sewer pipeline is clean. This additional cleaning shall be performed at the expense of the Contractor, at no additional cost to the Owner unless "Heavy Cleaning" as described in Article 3.3 below is authorized by Engineer.
- D. During preconditioning and cleaning work and all other associated Contract operations, wastewater service shall be maintained at all times. This requirement may be relaxed only with the approval of the Engineer or the Owner.



- E. Cleaning shall include the trapping and removal of all sediment from successive manholes as the cleaning progresses. When hydraulic cleaning equipment is used, a suitable weir or dam shall be constructed in the downstream manhole, in such a manner, that the sediment and water are trapped.
- F. Under no circumstances shall sewage or sediment removed from the pipeline or manhole, be dumped onto streets, in catch basins or in storm drains. Material which could cause pipeline stoppages, accumulations in wet wells, or damage to pumps, shall not be permitted to pass from manhole section to manhole section. Sediment shall be removed and transported to the Wastewater Treatment Facility or other pre-approved disposal facility in a manner approved by the Engineer.
- G. The Contractor shall provide bypass pumping, as required, during the cleaning operation.
- H. Blockages in the system shall be reported to the Owner and Engineer immediately, with written follow-up notification within 24 hours.
- I. A responsible representative of the Contractor shall be present on the site of the work, or other location approved by the Engineer, to provide supervision of the work. At all times, and especially when a change of work location is underway, the Contractor's representative shall keep the Engineer continuously aware of the location, progress, planned execution of the work, and problems encountered.
- J. Flows may be attenuated using suitable flow control devices such as plugs designed and manufactured specifically for use in sanitary sewers. Sand bags or other types of devices shall not be used within sanitary sewer pipelines or manhole.

### 3.3 Heavy Cleaning

- A. If during the course of cleaning and/or inspection operations, the Contractor believes a pipeline will require "heavy cleaning", the Contractor shall inform the Engineer prior to conducting "heavy cleaning" operations. Visual evidence in the form of a CCTV image or digital image of the pipeline shall be provided by the Contractor to the Engineer to justify heavy cleaning operations. After reviewing the evidence, the Engineer shall make a determination if the evidence provided meets the definition of "heavy cleaning". If it is determined that "heavy cleaning" is required, the Engineer shall provide written authorization to the Contractor to proceed with "heavy cleaning" operations at the unit price in the Bid for the pipe or pipes determined to require "Heavy Cleaning".

### 3.4 Precautions

- A. When hydraulically propelled cleaning tools which depend upon water pressure to provide their cleaning force or tools which retard the flow line are used, the

Contractor shall take all necessary precautions to ensure that water quantity and water pressure used does not flood property or buildings served by the sewer pipeline being cleaned.

- B. No fire hydrant shall be obstructed.
- C. The Contractor shall take all necessary precautions to protect the sewer pipelines from damage that might be caused by use of cleaning equipment and shall repair, at no cost to the Owner, any damage caused by the cleaning operation.
- D. The Contractor shall provide, operate, maintain and subsequently remove on completion, adequate ventilation apparatus in the form of blowers and/or fans. The ventilation apparatus shall introduce a fresh air supply to create a safe environment for Work in sewers, manholes and all other confined spaces, which shall be kept free from dangerous, toxic and/or explosive gases.
- E. Noise
  - 1. The Contractor shall employ the “best practicable means” to minimize and mitigate noise as well as vibration resulting from operations. Mitigation measures shall include the utilization of sound suppression devices on all equipment and machinery particularly in residential areas and in the near vicinity of hospitals and schools.
  - 2. The Contractor shall inform the Engineer before the commencement of any portion of the work of any significant change in the methods of noise attenuation from those previously utilized.
  - 3. All pumps, generators, combination cleaners or other noise emitting equipment remaining in place over 8 hours shall be suitably screened to minimize nuisance and noise pollution. This requirement shall not be taken as preventing or prohibiting the execution of work necessary for the saving of life, protection of property, or safety of the personnel and/or facilities. The Contractor shall notify the Engineer of such use of plant or equipment in an emergency situation as soon as practicable.
- F. Contractor shall take all necessary precautions for safe installation and removal of flow attenuation devices such as plugs.

### 3.5 Obstructions and Blockages

- A. Obstructions such as protruding pipes, blockages, etc. that can be removed by internal means such as drilling, cutting, etc., shall be removed by the Contractor and paid for at the unit price bid.

- B. Conditions such as broken pipe and major blockages may prevent cleaning from being accomplished, especially where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the Contractor shall not be required to clean those specific pipe sections unless the Owner removes or has the general contractor remove the apparent obstruction.

END OF SECTION



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Closed Circuit TV Inspection of Existing Sanitary Sewers

## General

### 1.1 Work Included

- A. The Contractor shall furnish all labor, materials, equipment, and incidentals necessary to prepare a NASSCO-(PACP) standard video, recorded and written to dvd disc, of sewer lines and manholes authorized by the Engineer utilizing a color, closed-circuit television inspection unit to determine their condition.

### 1.2 Related Sections

- A. Section 33 01 30.14 - Preconditioning and Cleaning of Sanitary Sewer Sewers.

### 1.3 Definition

- A. "Internal Inspection" shall consist of using a closed-circuit television within a designated sewer pipeline segment to determine the physical condition of the sewer pipeline.

### 1.4 Submittals

- A. Submit In Accordance with Section 01 33 00.
- B. Action Submittals: Catalog and Manufacturer's data sheets for television equipment.
- C. Informational Submittals:
  - 1. References: Contact Names and Telephone Numbers.
  - 2. List of staff and equipment to be used on project.
  - 3. Crew Chief Qualifications.
  - 4. Traffic Control Plan.
  - 5. Look-ahead inspection schedules, minimum of 7 days in advance of the Work.
  - 6. Initial first day's CCTV digital videos and inspection logs within 24 hours of start of CCTV inspection.
  - 7. Certification that staff to be used for the Work is properly trained in confined space entry and hazardous atmospheres.
  - 8. Training and inspection plan, 7 days prior to manual inspection.
  - 9. Final Report.

## 1.5 Quality Assurance

- A. The Contractor performing CCTV inspection shall be certified under the Pipeline Assessment Certification Program (PACP®) provided by NASSCO.
- B. Pre-startup Meeting: At least 5 days prior to beginning CCTV inspection work, schedule with Owner to review proposed sewer flow bypassing plan, traffic control plans, and inspection methods.
- C. Submit Digital Videos, Photos and Logs for quality review and comment to Owner within 24 hours after the first days' work is completed. submit tapes and logs on a routine basis within 7 days after completing each tape. picture quality and definition shall be to the satisfaction of owner. inspection equipment that fails to produce satisfactory inspection quality shall be removed.

## 1.6 Notifications

- A. Notify Owner:
  - 1. A minimum of 5 days prior to the anticipated commencement of inspections in any one area and 24 hours in advance of actual start.
  - 2. When obstruction, restricting flow in pipeline, is discovered.
  - 3. If depth of flow in pipeline exceeds 33 percent of pipe diameter.
  - 4. If conditions for CCTV inspection are found to be unsafe or impractical.
  - 5. Pipe configuration in field is different than shown on maps. Notification shall include diagram clearly indicating location of structure in relation to immediately adjacent structures.
  - 6. Unsafe or impractical conditions for manual (walk-through) inspections.

## Part 2 Products

### 2.1 Television Equipment

- A. The camera unit shall be a color pan and tilt unit for mainline inspections. The television camera shall have a resolution of 700 lines minimum and shall have a source of illumination attached to it. With the monitor adjusted for correct saturation, the six colors plus black and white shall be clearly resolved with the primary and complementary colors in order of decreasing luminance. The gray scale shall appear in contrasting shades of gray with no tint. To ensure the camera shall provide similar results when used with its own illumination source, the lighting shall be fixed in intensity prior to commencing the inspection. In order to ensure color constancy, no variation in illumination shall take place during the inspection. The televised image shall be displayed on a monitor, located in an enclosed space in the television inspection vehicle.

- B. CCTV Focus/Iris/Illumination: The adjustment of focus and iris shall allow optimum picture quality to be achieved and shall be remotely operated. The adjustment of focus and iris shall provide a minimum focal range from 6 inches in front of the camera's lens to infinity. The distance along the sewer in focus from the initial point of observation shall be a minimum of twice the vertical height of the sewer. The illumination must allow an even distribution of the light around the sewer perimeter without the loss of contrast picture, flare out or shadowing.
- C. The camera shall be self-propelled for pipelines with an equivalent diameter from 6 or larger for mainline inspections. The inspecting equipment shall be capable of inspecting a length of sewer up to at least 1,000 feet when entry onto the sewer may be obtained at each end and up to 750 feet where a self-propelled unit is used, where entry is possible at one end only. The Contractor shall maintain this equipment in full working order.
- D. Each inspection unit shall contain a means of transporting the CCTV camera equipment in a stable condition through the sewer under inspection. Such equipment shall ensure the maintained location of the CCTV camera on or near to the central axis of a circular shaped sewer when required in the prime position.
- E. Each unit shall carry sufficient numbers of guides and rollers such that, when inspecting, all bonds are supported away from pipe and manhole structures and all CCTV cables and/or lines used to measure the CCTV camera's head location within the sewer are maintained in a taut manner and set at right angles where possible, to run through or over the measuring equipment.
- F. The Contractor shall use a suitable metering device, which enables the cable length to be accurately measured; this shall be accurate to within +/- 2-inches. When requested by the Engineer in writing at any time during a survey or inspection, the Contractor shall demonstrate compliance with the above tolerance. The device used by the Contractor to measure the footage along the sewer will be compared with a standard tape measure. The results will be noted. If the Contractor fails to meet the required standard of accuracy, the designated Engineer may instruct the Contractor to provide a new device to measure the footage.
- G. The in-sewer photographic/video camera system and suitable illumination shall be capable of providing an accurate, uniform and clear record of the sewer's internal condition. In-sewer lighting standards shall meet the requirements of the designated Engineer and applicable codes regarding safety and power.
- H. A reserve television camera shall be available to replace the regular television camera in the event of a breakdown. Should the reserve equipment malfunction, another camera shall be provided within 24 hours.
- I. Suitable flow control devices shall be plugs designed and manufactured for use in sanitary sewers. Sand bags or other types of devices shall not be used within sanitary sewer pipelines or manholes.

## 2.2 Television Equipment Operation

- A. Operation of the television inspection equipment shall be controlled from above ground, with a skilled technician at the control panel in the television inspection van controlling the movement of the television camera. The technician shall have the capability to: adjust the brilliance of the built-in lighting system; change the focus of the television camera by remote control; control the forward and reverse motion of the camera; and determine the camera's position, at any time. All videos shall be continuous throughout the pipe run with no evidence of editing or "blink-outs."

## 2.3 Sonar Inspection

- A. Sonar inspection may be used for submerged pipe conditions and with the approval of the Owner.
- B. If sonar inspection is approved, it will be done in exception to the requirements of this section.

## Part 3 Execution

### 3.1 Procedure

- A. The inspections shall be performed by propelling the television camera through the section of the sewer along the axis of the pipeline. The inspection shall be performed in a forward and/or backward direction, as dictated by the pipeline conditions at the time of the inspection. During the inspection of the pipelines, every possible means shall be taken to ensure total viewing of the inside periphery of the pipeline.
- B. Pre-rehabilitation video inspection - the locations of all point repairs and service laterals will be identified via television inspections performed in each segment of the sewer pipeline to be rehabilitated. The inspection shall be conducted in such a manner as to determine that the line is clean and the location of any conditions which may prevent the proper rehabilitation of the pipeline. Television camera movement shall be temporarily halted at each visible point source of infiltration/inflow. The camera shall also be stopped at all service connections. A digital copy of each mainline inspection conforming to the data collection standards of this section shall be supplied to the Engineer for review prior to commencing rehabilitation.
- C. Post-installation video inspection - The camera shall be stopped at all service connections and point repairs. The video shall also clearly depict the condition of all manhole terminations. A digital copy of each mainline inspection conforming to the data collection standards of this section shall be supplied to the Engineer for final acceptance.

### 3.2 Provisions

- A. The Contractor shall maintain on site at all times a competent field supervisor in charge of the inspection. The field supervisor shall be responsible for the safety of all site workers and site conditions as well as ensuring that all work is conducted in conformance with these Specifications and to the level of quality specified.



- B. The Contractor shall schedule the CCTV work so no bypass pumping is required.
- C. The Contractor shall provide for the pumping down of any surcharged manhole section, if required, before television inspection commences.
- D. The Contractor shall furnish, to the Engineer, certification of the accuracy of the automatic counter before any work shall begin on the Project. If, at any time, the Engineer has reason to believe that the counter is inaccurate, the calibration of the counter will be checked before any more work progresses.
- E. Television inspection shall be done one manhole section at a time. Also the flow in the section being televised shall be bypassed if the line is in service and the flow exceeds 25% of the internal pipe diameter. When the depth of flow at the upstream manhole of the manhole section being worked is above the maximum allowable for television inspection, the flow shall be reduced to allowable levels by temporarily plugging or blocking the flow or bypass pumping, as approved by the Owner.
- F. At the start of each sewer length being surveyed or inspected and each reverse set-up, the length of pipeline from zero footage (the entrance to the pipe) up to the cable calibration point shall be recorded and reported in order to obtain a full record of the sewer length. Only one inspection shall be indicated in the final report. All reverse set-ups, blind manholes, and buried manholes shall be logged on a separate log. Each log shall make reference to a start (ST) and finish (FH) manhole.
- G. The Contractor shall not be allowed to float the camera. There may be occasions during the televised inspection of a manhole section when the camera will be unable to pass an obstruction. At that time, and prior to proceeding, the Contractor shall contact the Engineer. If the length of sewer line cannot be televised because of obstructions, the Contractor shall clean the system as is necessary. If, in the opinion of the Engineer, the obstruction is attributed to a collapsed main or pipe deflection, televising shall be attempted from the other manhole in the line segment to determine the overall length of the problem. Any area that cannot be videoed may be justification for a point repair before rehabilitation.
- H. If during the course of CCTV Inspection, a protruding tap is discovered in the pipeline that will not allow the passage of a CCTV inspection camera, then the Contractor will be required to remove the protruding tap via a remotely controlled robotic cutting device.
- I. The Contractor is solely responsible for any damage of sewer mains as a direct result of televising operations. Any repair shall also be the responsibility of the Contractor. The method(s) used for securing passage of the camera are at the discretion of the Contractor, as approved by Owner. No separate and/or additional payment will be made for any excavation, man entry, or any other method which may be required to retrieve video equipment that may have been hung up,

### 3.3 Data Collection

- A. The Contractor shall provide a DVD and logs of the televised inspection for review. If the Contractor provides a DVD of such poor quality that it cannot be properly

evaluated, the Contractor shall re-televiser as necessary and provide a DVD of good quality at no additional cost.

- B. The television unit shall also have the capability of displaying in color, on DVD, pipe inspection observations such as pipe defects, sags, points of root intrusion, offset joints, service connection locations, and any other relevant physical attributes. Each DVD shall be permanently labeled with the following:
1. Project name / Owner's Job #;
  2. Date of television inspection;
  3. Station to station location and size of sanitary sewer;
  4. Street/easement location;
  5. Name of Contractor;
  6. Date DVD submitted; and DVD number.
- C. At the start of each manhole length a data generator shall electronically generate and clearly display on the viewing monitor and subsequently on the video recording a record of data in alpha-numeric form containing the following minimum information:
1. Automatic update of the camera's footage position in the sewer line from adjusted zero.
  2. Sewer line diameter in inches
  3. Upstream and downstream manhole numbers
  4. Date of survey
  5. Road name (nearest) or easement location
  6. Direction of survey, i.e., downstream or upstream
  7. Time of start of survey
  8. Pipe construction material (clay, concrete, PVC, DIP, etc.).
- D. The size and position of the data display shall be such as not to interfere with the main subject of the picture.
- E. The television inspection equipment shall have an accurate footage counter which displays on the monitor the exact distance of the camera from the center of the starting manhole. The camera height shall be centered in the conduit being televised. The speed of the camera through the conduit shall not exceed 20 feet per minute.
- F. The Contractor shall provide a line diagram area sketch and written log for each completed segment of DVD sewer main describing the section being televised, flow

and camera direction, position of service connections, description and location of failures, pipe condition, weather conditions, and other significant observations.

- G. The Contractor shall be required to have all materials, equipment, and labor force necessary to complete all videotaping on the job site prior to isolating the sewer manhole segment and beginning videotaping operations.
- H. The actual field work shall be reviewed by the Engineer. The Engineer's representative will be available during internal television inspection, and no work shall be performed without the Engineer representative being present, unless authorized by the Engineer.

### 3.4 Deliverables

- A. After completion of the pre-installation CCTV work for each pipeline section to be rehabilitated, the Contractor shall deliver a composite database and videos of the pipelines inspected on DVD format. Video files shall be in either Microsoft Windows Media Player (\*.wmv) or Moving Picture Experts Group (\*.mpg) file format. The composite database shall be in Microsoft Access format (\*.mdb file) and shall contain tables with the following information:
  - 1. Inspection Number
  - 2. Upstream Manhole Number
  - 3. Downstream Manhole Number
  - 4. Person and Company Performing Inspection
  - 5. Date Inspection Performed
  - 6. Length Surveyed
  - 7. Direction of Survey
  - 8. Video path and filename (pipeline ID– e.g., upstream manhole number to downstream manhole number)
  - 9. Location of all service connections to be reinstated if method of repair is CIPP or pipe burst.
  - 10. Location of all point repairs and service connections to be replaced if method of repair is open cut.
  - 11. Clock direction of tap entry to main.
- B. After completion of the post-installation CCTV work for each pipeline section to be rehabilitated, the Contractor shall deliver a composite database and videos of the pipelines inspected on DVD-ROM. The composite database shall be in Microsoft Access format (\*.mdb file) and shall contain tables with the following information:

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Closed Circuit TV Inspection of Existing Sanitary Sewers

1. Inspection Number.
2. Upstream Manhole Number (or Pipeline ID for service lateral CCTV inspections).
3. Downstream Manhole Number (or Cleanout ID for service lateral CCTV inspections).
4. Person and Company Performing Inspection.
5. Date Inspection Performed.
6. Length Surveyed.
7. Direction of Survey.
8. Video path and filename (pipeline ID).
9. Location of all service connections reinstated if method of repair is CIPP or pipe burst.
10. Location of all point repairs and replaced service laterals if method of repair is open cut.
11. Clock direction of tap entry to main.
12. Date of Cured-in-place (CIPP) or pipe burst pipeline rehabilitation.
13. Thickness of CIPP installed in millimeters (mm).

END OF SECTION

## Part 1 General

### 1.1 Work Included

- A. Furnish all labor, material and equipment to provide for the reconstruction of existing sewer pipes using an approved Cured-In-Place Pipe (CIPP) method by forming a new pipe within an existing pipe.

### 1.2 Reference Standards

- A. ASTM International (ASTM)
  - 1. ASTM D2990 - Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics
  - 2. ASTM D5813 - Standard Specification for Cured-In-Place Thermosetting Resin Sewer Piping Systems
  - 3. ASTM D790 - Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
  - 4. ASTM F1216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
  - 5. ASTM F1743 (Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP))
  - 6. ASTM F2599 (Standard Practice for the Sectional Repair of Damaged Pipe by Means of an Inverted Cured-In-Place Liner)

### 1.3 Submittals

- A. Submit in accordance with Section 01 33 00 - Submittal Procedures.
- B. Shop Drawings:
  - 1. Working drawings showing design calculations, soil impacts, live load, dead load, ground water impacts, materials selected, and thickness of liner.
  - 2. Catalog data showing manufacturer's clarifications and updates, ASTM references, material composition, specifications, physical properties and chemical resistance of liner.
  - 3. Catalyst system and resin/catalyst ratio.
  - 4. The proposed curing schedules and process shall be approved by the resin manufacturer in writing. Cure schedules shall include specific information on

“step curing” procedures, “post exothermic cooking times” duration and “cool down” procedures – all to be approved by the resin manufacturer in writing.

5. Manufacturer's recommended procedures for handling, storing, repairing, and installing materials selected.
6. Method of construction.
  - a. Access manholes and site locations.
  - b. Work dimensions.
  - c. Existing utilities.
  - d. Size of working area.
  - e. Impacted portions of existing sewer.Site access points.
7. Emergency plan detailing procedures followed in event of health and safety emergency, pump failures, sewer overflows, service backups, and sewage spillage. Maintain copy on site for duration of project.
  - a. Address dangers associated with sewer rehabilitation work (i.e. working with large boiler trucks).
  - b. Identify Health and Safety officer (i.e. crew chief)
  - c. Designated Health and Safety officer:
    - 1) Responsible for providing health and safety oversight of personnel participating on project team.
    - 2) Perform and document routine work area inspections, conduct safety meetings, and provide safety orientations for team members.
    - 3) Have in easily accessible place following contact information;
      - a) Non-emergency number.
      - b) Contractor's health and safety representative name and number.
      - c) Occupational health clinic number(s).
  - d. Submit for review the following;
    - 1) List of critical rehabilitation equipment, including boiler truck equipment, to be inspected on daily basis.
    - 2) Recently completed (previous month) monthly maintenance log.

- 3) Annual third-party certified inspection for boiler truck(s) to be used on project.
  - 4) Certification of training for boiler truck operator
8. Method of reinstatement and sealing of lateral-mainline interface including, but not limited to internal inspection equipment, and equipment used for reinstatement and sealing of lateral-mainline interface.
  - a. Air testing not required for lateral-mainline interface seal installed utilizing the Janssen resin injection system or a full wrap profile, i.e., LMK T-Liner that extends from sewer main to sewer house connection cleanout.
9. Odor control plan ensuring specific project odors will be minimized at the project site and surrounding area. The plan shall address the monitoring of ambient odors such as styrene concentrations, the creation and distribution / availability of public information materials, preventative measures, and methods and means of responses to issues that arise. The plan shall include the furnishing of an on-site, functioning calibrated metering capability to the nearest 0.1 ppm in the event of styrene odor complaints or when requested by the Engineer.
10. Wet-out forms with detailed information including, but not limited to resin volumes and/or weights, CIPP liner length, roller gap settings, start times, finish times, gel times, resin injection locations, and any other pertinent data documenting the wet-out for each CIPP liner section manufactured.
11. Infrared spectrograph chemical fingerprint and Certificates of Analysis for each lot of resins:
  - a. Lot number
  - b. Product name
  - c. Manufacturer
  - d. Brookfield Viscosity
  - e. Thixotropic Index
  - f. Gel time at cure temperature
  - g. Percent of non-volatile solids
  - h. Specific Gravity
  - i. Catalyzed Stability time at optimum temperature
  - j. Catalyst to resin ratio
  - k. Analysis signature

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Cured-In-Place Pipe (CIPP)

- l. Date of analysis
        - m. Batch ticket for each resin-catalyst-colorant batch made up and impregnated into felt liner material.
  12. Stock sheets, order forms, delivery forms, invoices, and Hazardous Material forms for material used.
  13. Shipping manifest with;
    - a. Date shipped.
    - b. Origination and delivery locations.
    - c. Shipping method and carrier.
    - d. Shipping order number.
    - e. Purchase order number.
    - f. Shipped item.
    - g. Stock number.
    - h. Lot number.
    - i. Manufacturer.
    - j. Any shipping, storage, or safety requirements.
    - k. Received by, and date.
    - l. Signature of receiver.
- C. Submit following Section 01 33 00 and as specified herein. Mark submittals with mainline pipe identification number, work order number, Contract number, Contractor's name, operator's name, and date of readings.
  1. Certified statement from manufacturer approved installer of their system.
    - a. Include certificates of training for each crewmember involved in installation process.
  2. Documentation for Products and Installers: Engineer's approval required before installation of liner.
  3. ASTM certified lab test results for field installations in United States of same resin system and tube materials as proposed for actual installation.
    - a. Test results must verify (CIPP) physical properties specified herein have been achieved in previous field applications.



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- b. Third party is defined as ASTM or equivalent accredited materials testing firm with no financial or directorial link to manufacturer or Contractor.
  4. Television inspection reports, color videos, CD-ROMs, and electronic downloads made before and following CIPP, and original copies of digitally recorded inspections furnished to Engineer within 10 days of installation.
  5. Curing logs: Include liner manufacturer recommended curing citations for each submittal. Store electronically on data logger. Submit printed copy with Post CCTV.
    - a. Heat cured liners
      - 1) Record temperature (degrees Fahrenheit) and pressure (psi) readings per unit of time collected during liner installation and curing.
    - b. UV cured liners
      - 1) Record the curing speed (feet per minute), light source (number of lamps, intensity and wattage), inner air pressure (psi), and curing temperatures (degrees Fahrenheit) per unit time over length of liner.
  6. Materials delivery and storage: Record date, time and temperature readings at 15-minute intervals, minimum. Include sewer pipe material's stock identification number.
  7. Tabulation of time versus temperature by liner manufacturer with lengths of time exposed portions of liner will endure without self-initiated cure or other deterioration.
    - a. Tabulate at 5 degrees F. increments, ranging from 70 degrees F. to 100 degrees F.
    - b. Include analysis of progressive effects of such self-initiated cure on insertion and cured properties of liner.
  8. Provide to Engineer for review within 30 days prior to beginning work;
    - a. Description of methods for avoiding liner stoppage due to conflict and friction with such points as manhole entrance and bend into pipe entrance.
    - b. Plans for dealing with liner stopped by snagging within pipe.
  9. Odor control plan for 1 ppm styrene limit.
  10. Wet out forms for on-site wet out.

## D. Certifications:

1. The Contractor shall furnish the proposed liner thickness for each pipe size and depth categories, along with a certification, signed and sealed by an engineer registered in the state that the Project is located, to the effect that the proposed liner thicknesses were calculated based on the parameters specified in this section of the Specifications and the site specific external loads. In no case will the proposed liner thicknesses be less than those specified in Article 2.4 of this section of the Specifications. All CIPP wall thicknesses, and depth ranges corresponding to the requirements of the Contract Documents, must be submitted to the Engineer for approval prior to installation.
2. The Contractor shall submit a Certificate of Authenticity from the resin manufacturer for each shipment to the wet-out facility to include the date of manufacture and Heat Distortion Temperature. This information shall be submitted before the manufacture or installation of any CIPP.
3. The manufacturer shall submit written certification that the lining system complies with all applicable requirements of these Specifications.

## 1.4 Quality Assurance

- A. In order to establish minimum product quality and Installer capability, the following minimum requirements shall be met. The purpose for these submittals is to allow the Owner/Engineer the opportunity to conduct a complete, thorough and objective evaluation of proposed CIPP products and the Installing Contractor and to determine if the submitted products and Installer meet all experience, quality and utility standards required by the specification.
- B. CIPP System Manufacturer: The CIPP system must have a minimum proven performance record of 1,000,000 linear feet installed of the exact name-brand product bid in the United States, with a minimum of 20,000 linear feet in diameters 24-inch or larger over the last five (5) years. In addition, a minimum of 10,000 linear feet of 36-inch diameter or larger, of the exact name brand product must have been installed in the United States. Documentation shall be submitted with the Bid in accordance with the Instructions to Bidders.
- C. Contractor/Installer Experience: The Installing Contractor for the cured-in-place reconstruction of sewers must have a minimum of five (5) years of experience using the exact named product proposed and, have installed at least 300,000 linear feet of the exact named proposed product including at least 20,000 feet of 24-inch diameter or larger cured-in-place product. Documentation along with contact names and telephone numbers from the last ten (10) projects shall be submitted with the Bid in accordance with the Instructions to Bidders.
- D. On Site Field Superintendent: The Qualifying Superintendent must have a minimum of five (5) years of experience with cured-in-place pipe products. In addition, the Qualifying Superintendent must have supervised jobs in which at least 20,000 feet of pipe has been reconstructed using the exact named product proposed including a minimum of 5,000 feet of 24-inch diameter or larger cured-in-place product. The Contractor shall submit information to document this with the Bid in accordance with

the Instructions to Bidders. The superintendent for the Project shall be on-site during all phases of the work involving any pre- and post-installation video inspection, sewer cleaning or insertion and processing of the CIPP.

E. Resin Class

1. The Contractor shall designate a wet-out facility and shall provide wet-out liner tubes from this designated facility only. Multiple facilities to supply wet-out liner tubes for the duration of this Contract may not be used without prior approval of the Engineer.
  - a. Should on-site wet out be requested, a mixing trailer, temperature monitoring station, catalyst mixer, setup time test, and wet out tube providing controlled, consistent volume of resin spread through the liner tube shall be provided.
2. The Contractor shall place a sampling valve in-line at a point in the resin/catalyst mixing stage so that a sample of non-catalyzed resin may be taken. A second sampling valve shall be placed in-line at a point after the resin/catalyst mixing stage, but prior to catalyzed resin injection into the liner so that a resin sample may be taken. Both sampling valves shall be left in place for the duration of the Contract.
3. The Engineer shall have the right to inspect the designated wet-out facility and draw samples from one or both sampling valves without prior notice to the Contractor for the duration of the Contract.
4. Infrared Analysis
  - a. The Engineer reserves the right to subject resin samples to an infrared analysis (IR) Scan. This standard analytical test involves shining a beam of light in the infrared frequency region through a thin sample of subject resin. The frequency of light is then varied across the infrared spectrum. Chemical functional groups present in the resin being analyzed will absorb infrared light at specific frequencies and with characteristic absorption intensities.
  - b. A spectrum created from the measurement of light transmitted through the sample across the range of infrared frequencies shall be used to determine the resin's chemical fingerprint.
  - c. The Engineer may perform random Infrared Scans (IR Scans) and/or Composite Burn-offs to ensure resin quality and consistency throughout the duration of the Contract and shall be responsible for the cost of IR testing.

- F. The deterioration of sewers is an on-going process. In the event pre-construction inspections reveal the sewers to be in substantially different conditions than those in the design requirements specified herein, the Contractor shall submit a changed site condition notice and request such changes in liner thickness, supporting such requests with the appropriate design data satisfactory to the Engineer.

## 1.5 Delivery, Storage, and Handling

- A. Protect, store, and handle materials during transportation and delivery, while stored on-site, and during installation following manufacturer's recommendations.
- B. Continuously monitor liner materials during transport and storage with temperature recorder and data storage or strip printer.
  - 1. Furnish Engineer with recorder readings before installation.
  - 2. Material exposed to temperatures outside of manufacturer's limits: Rejected.

## 1.6 Warranty

- A. The Contractor shall warrant all work and materials installed under this Contract for five (5) years from the date of substantial completion. All CIPP liners shall have a minimum design and service life of fifty (50) years. The date of final acceptance shall be the date final payment is made to the Contractor.

## Part 2 Products

### 2.1 General

- A. The sewer reconstruction shall be accomplished by the installation of a thermosetting resin-impregnated flexible felt-fiber tube coated on one side with an impermeable plastic which is installed into the existing sewer utilizing a hydrostatic head, or air pressure. Curing shall be accomplished by circulating hot water, passing an ultraviolet light train through the liner, or introducing controlled steam throughout the length of the inverted tube to cure the resin into a hard, impermeable pipe with the plastic coating on the interior surface of the newly formed pipe. The CIPP shall extend the full length of the original pipe segment and shall provide a structurally sound, jointless, close fitting and corrosion resistant cured-in-place pipe.
- B. The resin for CIPP installed under this Contract shall be a Standard Polyester Resin or Enhanced Polyester Resin unless otherwise directed by the Engineer due to site-specific field conditions and/or design requirements.
- C. The resin shall be a corrosion resistant polyester or vinyl ester resin and catalyst system or epoxy and hardener system that, when properly cured within the tube composite, meets the requirements of ASTM F 1216, ASTM F 1743 or ASTM F 2019, the physical properties herein, and those, which are to be utilized in the design of CIPP for this project. Resin shall produce CIPP which will comply with or exceed structural and chemical resistance requirements of this specification. Liner material and resin shall be completely compatible. Generally, resin shall not contain fillers, except those required for viscosity control or fire retardance or increase strength, and with applications for which inert fillers would facilitate better heat transfer and retention during installation. Liner contractor may add up to 5 percent by mass, a thixotropic agent for viscosity control, which will not interfere with visual inspection. Resins shall be shipped directly from the resin manufacturer's facility to the CIPP wet-out facility. Resins shall not be sent to any intermediate mixing facility. Copies of the shipping

documents from the resin manufacturer shall be submitted to the Engineer indicating dates of shipment, originating and receiving locations.

## 2.2 Catalyst Systems

- A. The Contractor shall submit the resin and catalyst recipe proposed.
- B. Resins, catalysts and resin/catalyst mix ratios shall not be changed or altered during this Contract unless specifically approved by the Engineer in writing.

## 2.3 Liner Tube

- A. The tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216.
- B. The acceptable liner tube shall be constructed under ISO 9002 certified procedures. Proper certification shall be provided prior to the manufacture or installation of any CIPP.
- C. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular shaped pipe sections.
- D. The wet-out tube shall have a uniform thickness that when compressed at installation pressures shall meet or exceed design thickness.
- E. The tube shall be manufactured to a size that when installed shall tightly fit the internal circumference and length of the original pipe. In the event that under-sized pipe is present, liner tube shall be manufactured so that overlap folds or wrinkles do not occur. Allowances shall be made for circumferential stretching during inversion.
- F. The outside layer of the tube, before installation, shall have an impermeable polyurethane or polyethylene plastic coating. This coating shall be an impermeable, flexible membrane that shall contain the resin and facilitate monitoring of resin saturation during resin impregnation. This coating shall form the inner layer of the finished pipe and is required for enhancement of corrosion resistance, flow and abrasion properties.
- G. The tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated layers. No material may be included in the tube that may cause de-lamination in the cured liner, and no dry or unsaturated areas or layer shall be evident.
- H. The wall color of the interior liner surface after installation shall be such that a clear, detailed inspection with closed-circuit television equipment may be conducted.
- I. The outside of the tube shall be marked for distance at regular intervals not to exceed ten (10) feet. Such markings shall include the manufacturer's name or identifying symbol that must appear in at least one location per setup.
- J. The minimum length shall be that deemed necessary by the Contractor to effectively span the distance between manhole sections of the segment to be lined unless

otherwise specified. The line lengths shall be verified in the field before impregnation of the tube with resin.

## 2.4 CIPP Design

### A. Liner Thickness

1. The CIPP thickness shall be designed in accordance with the applicable provisions of ASTM F 1216 and D 2412 for "fully deteriorated gravity pipe conditions" and the following design conditions:
  - a. AASHTO HS20-44 Live Load, whether under streets or not. The live load will vary based on depth of pipe.
  - b. A dead load based on the depth of pipe shown on the drawings and a maximum soil modulus of elasticity of 1,000psi, soil weight of 120 pounds per cubic foot and a coefficient of friction of  $Ku'=0.130r$ .
  - c. Short-term flexural modulus and long-term modulus when tested in accordance with ASTM D790.
    - 1) Unreinforced: 250,000 psi and 125,000 psi, respectively.
    - 2) Reinforced: 700,000 psi and 455,000 psi, respectively.
  - d. Minimum Flexural Stress of 4,500 psi for unreinforced liners and 6,500 psi for reinforced liners, when tested in accordance with ASTM D790.
  - e. Safety factor of 2.0.
  - f. Groundwater height at the ground surface.
  - g. Minimum pipe ovality of 5%.
  - h. Poisson ratio of 0.3.
  - i. Enhancement factor (K) of 7.
  - j. Service temperature range shall be 40 to 140 degrees F.
  - k. Maximum long-term deflection shall be 5%.
  - l. Any and all other site specific external loads. It is the Contractor's responsibility to determine the site specific external loads.
2. Minimum Acceptable Pipe Thickness

Pipe Diameter (Inches)	Depth to Invert (Feet)	Minimum Thickness (mm)
8	0-17	6.0
10	0-9	6.0

Pipe Diameter (Inches)	Depth to Invert (Feet)	Minimum Thickness (mm)
10	9.1-16	7.5
12	0-11	7.5
12	11.1-13	7.5
15	0-8	7.5
15	8.1-11	9.0
18	0-13.5	10.5
18	13.6-17	12.0
24	0-9.5	12.0
24	9.6-12.5	13.5
24	12.6-15.8	15.0
24	15.9-19.5	16.5
27	0-9.5	13.5
27	9.6-12	15.0
27	12.1-15	16.5
36	0-9.5	18.0
36	9.6-11.7	19.5
36	11.8-14	21.0
36	14.1-16	22.5
36	16.1-18	24.0
36	18.1-21	25.5
36	21.1-22.5	27.0

3. The liner thickness shall be the greater of the calculated thickness to meet the design requirements of Paragraph 1 above or the minimum acceptable pipe thickness from Paragraph 2 above. If calculations require thicker wall, round to the next higher manufacturer multiple thickness.
  4. All references to liner thickness shall be defined as total thickness after installation and after curing is complete.
- B. The finished CIPP shall provide a uniform smooth interior wall surface with a Manning “n” coefficient of 0.011.

## 2.5 Miscellaneous Materials

- A. Finishing material for transitioning, filling, and sealing liners entering manholes.
1. Chemically inert, non-shrinking, and able to cure in presence of water.
  2. Material: Quickset H2S resistant, epoxy resin or mortar.
  3. Design mix: Minimum 500-psi compressive strength in 28 days.

- a. Additives may be added to improve flow properties when minimum compressive strength requirements are met, with Engineer's approval.
- B. Pre-lining lateral installations: Use PVC Tees with full circle seal couplers on either side of PVC Tee.
  - 1. PVC Tee: Stainless steel sleeve inside lateral tap to protect tap during reinstatement.
- C. Pre-lining external point repairs: Use PVC pipe with non-shear seal couplers on either side of PVC pipe.
  - 1. Non-shear couplings: Capable of maintaining mainline alignment during mainline lining.
- D. Epoxy resin used to seal liner to manhole drop line: Compatible with liner.

## Part 3 Execution

### 3.1 General

- A. All reconstruction of existing gravity sewers using an approved CIPP product and installer shall be performed in strict accordance with this Specification and ASTM F1216.
- B. Pull-in and inflate methods of CIPP installations (reference ASTM F1743) will not be acceptable unless approved by the Engineer.
- C. The Contractor shall carry out his operations in strict accordance with all applicable OSHA standards. Particular attention is drawn to those safety requirements involving work on an elevated platform and entry into a confined space and the operation of high-pressure air/steam equipment.
- D. The Contractor shall be responsible for obtaining water necessary for cleaning, inversion and other work items requiring water. The Contractor shall be responsible for coordinating hydrant use with the applicable water utility.
- E. All surfaces, which have been damaged by the Contractor's operations, shall be restored to a condition at least equal to that in which they were found immediately prior to the beginning of the Contractor's operations. Suitable materials and methods, acceptable to the Engineer, shall be used for such restoration. The restoration of existing property or structures shall be performed as promptly as practicable and shall not be left until the end of the construction period. The cost for correcting damages resulting from the Contractor's actions shall be the responsibility of the Contractor.
- F. The tube shall be fabricated to a size that, when installed, will neatly fit the internal circumference of the conduit(s) designated for CIPP. Allowance shall be made for the circumferential stretching during insertion of the tube.
- G. The Contractor shall be responsible for determining the minimum length to effectively span the distance from the manhole to manhole and shall verify the length of the fabric



tube in the field before the tube is either cut to length or wet-out with resin. The tube may run through one or more manholes with the approval of the Engineer.

- H. **Traffic Control:** The Contractor shall be responsible for traffic control during the course of each phase of the Work. Prior to beginning Work, Contractor shall submit a traffic control plan for each section of Work for the review and approval. It is the intent that this Work is to be accomplished with as little disturbance to traffic, private property, and the public as is reasonably possible, consistent with timely completion thereof. The traffic control plan shall reflect such requirements where applicable. Signs, signals, and detours shall conform to the local and state requirements for streets and highways. The Contractor shall have and maintain on site a sufficient supply of traffic cones and other traffic signaling devices, including trained and properly equipped flagmen, to safely control all traffic through the work zone(s). Road closures and / or detours will require advance scheduling and prior approval by the Engineer.

### 3.2 Daily Work Schedule

- A. Insofar as is possible, Work shall be so scheduled that the lining of the pipe, curing of the tube, and the reinstatement of service connections can be accomplished in a single working day or shift. Prior approval must be obtained from the Engineer if work is to be performed at night or on weekends to minimize traffic disturbance. At the end of each working day, temporary tie connections shall be made between the relined section of pipe and the existing system and the plug in the upstream manhole removed, but not before the section being lined has been properly cured in accordance with the manufacturer's instructions and all service connections are reinstated. In some instances, it may be necessary to bypass effluent from service connections.

### 3.3 Mainline Preparation

- A. **Access:** Through existing manholes. The Contractor shall be responsible for locating and obtaining access to all manholes.
- B. Prior to CIPP installation, the pipe shall be cleaned to the satisfaction of the Engineer in accordance with Section 33 01 30.14 of these Specifications.
  - 1. **Debris Disposal:** All debris cleaned from the pipe shall be removed and disposed of at a location determined by the Contractor and approved by the Engineer. Debris shall not be allowed to wash into any other pipe segment either upstream or downstream from the pipe segment being cleaned.
- C. **CCTV Internal Inspection.**
  - 1. **Perform after cleaning sewer:** Follow Section 33 01 30.16 and as specified herein.
    - a. **Pre-lining recordings:** Indicate mainline is ready for lining.
    - b. **Engineer approval of pre-lining recordings:** Required prior to liner installation.

2. Pre-lining internal intruding tap and offset joint removal.
  - a. When service connections protrude into the existing pipe more than ½” as measured from the inside pipe wall, then the Contractor shall remove the protruding portion of the service connection to within ½” of the inside pipe wall. Removal of the protruding portion of the service connection shall be accomplished using a television camera and internal cutting device, which shall not damage the collection line or the portion of the service line to remain in place. This work shall be accomplished prior to the installation of the liner pipe.
  - b. Perform Pre-Lining external point repair if internal removal efforts fail to remove an obstruction.
3. Pre-lining Installation of External Point Repairs:
  - a. Excavate and repair defects in host pipe, which could include intruding laterals and offset joints that cannot be repaired by internal means.
    - 1) PVC pipe external point repairs: Sized to match mainline interior diameter with equivalent exterior diameter for seal clamp to fit.
  - b. Remove sags and flow constrictions that reduce cross-sectional area of mainline more than 10 percent.
  - c. Remove trapped debris that jetting cannot remove.
  - d. Clear mainline of dropped joints, crushed or collapsed pipe, and other obstructions that interfere with installation, causes damage to inverted tube, or reduces capacity of sewer.
  - e. Perform lateral renewals that involve a new tap.
    - 1) PVC Tee Connection: Sized to match mainline and lateral interior diameter with equivalent exterior diameter for seal clamp to fit.
- D. Infiltration Leakage Measurement and Control.
  1. Where needed, perform pre-lining leakage control by chemical grout method to eliminate cold spots.

### 3.4 Resin Impregnation of the CIPP Tube (Wet-Out)

- A. The Contractor shall designate a location where the tube shall be impregnated or “wet out” with resin, using distribution rollers and a vacuum impregnation system to thoroughly saturate the tube’s felt fiber prior to installation in the field. The impregnated tube shall be free of pinholes, resin voids and other defects. If the cured-in-place pipe is impregnated at the manufacturing plant, it shall be delivered to the job site in a refrigerated truck, and remain refrigerated (below 45° Fahrenheit or as specified by the resin manufacturer) prior to installation to prevent premature curing. The flexible tube shall be vacuum impregnated with resin under controlled conditions

or by such other means provided such means can assure thorough resin impregnation to the full satisfaction of the Engineer. The volume of resin used shall be sufficient to fill all voids in the tube material at normal or required thickness and diameter. The volume of resin shall be adjusted by adding seven to ten percent excess resin for the change in resin volume due to polymerization and allow for any migration of resin into the cracks and joints in the original pipe.

### 3.5 Inversion of CIPP

- A. The impregnated tube shall be inverted through an existing manhole or other approved access point utilizing a hydrostatic water column or pressurized air until it has fully traversed the designated line length and the inversion face breaches the destination manhole or termination point. Contractor must have written approval from the Engineer prior to using pressurized air for inversion. The fluid column or air pressure shall have been adjusted and maintained to be sufficient to cause the impregnated tube to hold tight against the existing pipe wall, produce dimples at side connections, and flared ends at the manholes. Lubricant during inversion shall be used as necessary in accordance with the CIPP manufacturer's recommendations. The lubricant used should be a nontoxic, oil-based product that has no detrimental effects on the tube, heating source and pump system, will not support the growth of bacteria, and will not adversely affect the fluid to be transported. Lubricant shall be used in processes with permeable coatings. Thermocouples shall be placed at the top and bottom interface of termination manhole which is furthest from the heat source for monitoring temperature during the cure cycle. Care should be taken during tube installation not to over-stress the fabric fiber and to minimize longitudinal stretch, resin loss and thinning of the liner wall.
- B. Before the inversion begins, the tube manufacturer shall submit to the Contractor, and the Contractor to the Engineer, the minimum pressure required to hold the tube tight against the host pipe and the maximum allowable pressure so as not to damage the tube.
- C. When using pressurized air, particular attention should be given to the maintenance of the minimum required "finished and installed" thickness of the CIPP.
- D. Once the inversion has started, pressure shall be maintained between the minimum and maximum pressures until the inversion has been accomplished.
- E. For pulled-in-place installation techniques where the inflation bladder is designed not to bond to the CIPP, all portions of the bladder material must be removed from the CIPP. See provisions of Article 3.1, B. Pulled-in-place shall require engineer approval.

### 3.6 Curing

- A. Using Circulated Water
  - 1. A suitable source of heat and water recirculation equipment is required to circulate heated water throughout the pipe. The equipment shall be capable of delivering hot water throughout the inverted tube to uniformly raise the temperature required to affect a cure of the resin.

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Cured-In-Place Pipe (CIPP)

2. Initial cure will occur during temperature heat-up and is completed when exposed portions of the new pipe appear to be hard and sound and the thermocouples indicate that the temperature is of a magnitude to realize an exotherm or cure in the resin. After initial cure is reached, the temperature should be raised to the post-cure temperature recommended by the resin manufacturer. Post-cure temperature should be held for a period as recommended by the resin manufacturer, during which time the recirculation of the water and cycling of the heat source to maintain the temperature continues.
3. Prior to any inversion, the Contractor shall provide a Post-Cure Hold Time and Temperature Table. This table shall indicate the minimum time and temperature the inverted tube will be held at in order to achieve desired physical properties. The resin manufacturer shall certify both the time and temperatures presented in the table.
4. Curing must take into account the existing pipe material, the resin system, and the ground conditions (temperature, moisture level, and thermal conductivity of the soil).

**B. Ultraviolet Light Curing**

1. If this method of curing is selected, material shall be a polyester needle felt or fiberglass based CIPP liner impregnated with an isophthalic neopentyl glycol resin.
2. Curing parameters, such as curing speed, inner air pressure, and wattage, per the manufacturer shall be submitted. Optimal curing speed or travel speed of energized UV light sources is determined for each length of liner based on liner diameter, liner thickness, and exothermic reaction temperature.
3. Invert liner into pipe with standard pressure drum or pull into pipe using a slip sheet.
4. After completion of inversion process introduce light chain in liner and close ends with couplings.
5. Remove and discard inner film material after curing to provide optimal quality of final product.

**C. Using Controlled Steam**

1. Contractor must have written approval from the Engineer prior to using controlled steam.
2. Suitable steam-generating equipment is required to distribute steam throughout the pipe. The equipment shall be capable of delivering steam throughout the inverted tube to uniformly raise the temperature required to affect a cure of the resin.
3. Initial cure will occur during temperature heat-up and is completed when exposed portions of the new pipe appear to be hard and sound and the

thermocouples indicate that the temperature is of a magnitude to realize an exotherm or cure in the resin. After initial cure is reached, the temperature should be raised to the post-cure temperature recommended by the resin manufacturer. Post-Cure temperature should be held for a period as recommended by the resin manufacturer, during which time the distribution and control of steam to maintain the temperature continues.

4. Prior to any inversion, the Contractor shall provide a Post-Cure Hold Time and Temperature Table. This table shall indicate the minimum time and temperature the inverted tube will be held at in order to achieve desired physical properties. The resin manufacturer shall certify both the time and temperatures on the table.
5. The Time and Temperature Table submitted when using steam curing shall be identical to time and temperature hold times when curing with heated, circulated water.
6. Curing must take into account the existing pipe material, the resin system, and the ground conditions (temperature, moisture level, and thermal conductivity of the soil).

D. Process Monitoring Sensors.

1. Use to monitor and maintain curing temperature and internal pressure throughout length of liner following manufacturer's recommendations.
2. Heat Source: Fitted with suitable monitors to gauge temperature of incoming and outgoing heat exchanger circulating water.
3. Placement: Between tube and host pipe in downstream manhole at or near bottom.
  - a. Extra temperature gauges: Inside tube at invert level of each end and any intermediate manholes if lining multiple sections.
4. Electronically record continuous or specified pressure and temperature reading on printout.
  - a. Start time.
  - b. Gradual build up to curing period with maximum temperature and pressure.
  - c. Time of gradual dropping of curing temperature.
  - d. Cool down duration along with relaxing temperature and pressure.
  - e. Start time of gradual release of curing pressure.
  - f. Ending time.

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**Cured-In-Place Pipe (CIPP)**

5. If electronic recording fails, record temperature and pressure readings on log every 10 minutes starting before pressure is added to liner and ending 20 minutes after pressure is relieved.
6. Provide digital thermometer or other means of accurately and quickly checking temperature of exposed portions of liner.

### 3.7 Cool-down

- A. Cool-down of the cured pipe liner shall be in accordance with the manufacturer's recommendations. Care should be taken during the cool-down process so as to minimize shrinkage of the CIPP.
- B. Caution is advised in release of static head so vacuum will not be developed with potential to damage newly installed liner.

### 3.8 Termination and Sealing at Manhole Outlets

- A. Termination of the cured-in-place pipe at the manhole shall be completed by trimming the inverted pipe end back in accordance with the CIPP manufacturer's recommendations.
- B. No annular space shall be visible between the CIPP and manhole wall. If, in the judgment of the Engineer the CIPP does not fit tightly against the sewer main at its termination point(s), the void between the host pipe and the CIPP shall be sealed by filling it with a resin/epoxy mixture compatible with the CIPP approved by the Engineer or by utilizing manhole end seals or hydro-tite gaskets, all at no additional cost to the Owner.
- C. Fill voids between manhole channel, bench, or wall and liner with quick setting, H<sub>2</sub>S resistant, epoxy mortar to form watertight seal.
- D. Trowel grout to form smooth transition between manhole base or channel and liner to ensure sewage flow with no collection points for solids.

### 3.9 Testing of CIPP

- A. The Contractor shall prepare CIPP Acceptance Tests for each CIPP line segment during the duration of this Contract. The Engineer may, at its discretion, direct the Contractor to collect samples of the cured CIPP. The samples shall be for laboratory determination of flexural strength, flexural modulus and wall thickness for each test sample. These three individual analyses shall comprise one completed test. All samples shall be collected per the sampling protocols set forth in ASTM F1216.
- B. From the point most distant from the heat source, the Contractor shall remove one restrained sample of the installed liner at least 12 inches in length for testing. For sewers 15 inches and larger, plate samples may be taken and cured in the same water as the installed CIPP. For each sample taken, the Contractor shall cut and deliver a 12 inch in length representative sample (taken at least 2 inches from the end of the specimen) to the Engineer. The sample delivered to the Engineer shall be

labeled and removed from any restraining mold. The samples shall be taken in the presence of the Engineer. The Engineer may return such samples to the Contractor for disposal.

- C. The tests shall be used to verify that the installed CIPP meets these Specifications. CIPP thickness shall be measured in accordance with ASTM D5813. Flexural properties shall be determined per ASTM D790. The Contractor shall label and date all samples and deliver the samples directly to the Engineer. All testing shall be performed by an independent, ASTM-certified testing laboratory of Engineer's designation. Payment to the Contractor shall be withheld pending the Engineer's acceptance of the CIPP test results.
- D. Any liner that does not meet the specified strength and/or thickness requirements, regardless of the amount below the specified requirements, shall be corrected by the Contractor in a manner approved by the Engineer at no additional cost to the Owner. The Engineer's decision on how to correct deficient CIPP installations shall be final. Options for correcting deficient liners that may be considered by the Engineer include removing the liner and re-lining the sewer, excavating and replacing the storm sewer from junction to junction. The primary option that will be considered will be to re-line the sewer.
- E. The Contractor shall not assume a credit will be acceptable to the Owner in any case.
- F. Gravity Pipe Leakage Testing: For 24-inch diameter or less CIPP low-pressure air test and shall be required after liner has been installed in existing pipe. For CIPP in pipe greater than 24-inch diameter utilize an exfiltration/hydrostatic test.

### 3.10 Lateral Service Reconnection - Internal

- A. Identify and locate lateral-mainline interface.
- B. Re-instate active services and services to vacant lots after pipe liner has cured. Perform from interior of pipeline without excavation using internal inspection camera with robotic cutter head. Re-instatement cut through liner shall be neat, smooth, and to diameter of existing lateral-mainline interface in order to prevent blockages.
- C. Do not damage existing laterals.
- D. Coupons and cuttings shall be collected at downstream manhole and removed. Mark whole captured coupons with component number and make available for testing and reporting liner thickness.
- E. Abandoned or capped Laterals.
  - 1. Open at Engineer's directions.
  - 2. If abandoned lateral is opened without Engineer's approval, perform an internal spot repair to close lateral at no cost to the Owner.

- F. Lateral-Mainline Interface Reinstatement Problems.
  - 1. Respond within 2 hours of Engineer's notification of potential backup.
  - 2. Costs incurred by the Owner due to failure to respond within time frame specified may be deducted from monies owed Contractor.

### 3.11 Lateral Service Reconnection by Excavation

- A. General: Sewer lateral house connections accomplished by excavation shall be connected to the pipe by dual-strapped saddles. The Contractor shall connect existing sewer house lateral service pipe to the saddle using a flexible coupling. After connection to the saddle, the sewer house connection pipe shall have a slope toward the newly lined sewer equal to the pre-existing on the lateral pipe or a minimum of two percent.
- B. Execution
  - 1. The Contractor shall excavate the area of the lateral connection so that the host pipe and existing connection is exposed. The host pipe shall be broken back or removed in such a manner that the new CIPP liner is exposed without causing damage to the liner.
  - 2. An appropriately sized hole acceptable to the Engineer shall be cut into the CIPP using a circular hole cutter. Hanging or loose cuttings shall be removed so that the newly opened hole is smoothed around its edges.
  - 3. A sealant compatible with CIPP and acceptable to the Engineer shall be liberally applied around the newly cut hole to form a watertight seal between the CIPP liner and PVC pipe saddle used to make the connection.
  - 4. A dual-strap PVC pipe saddle acceptable to the Engineer shall be secured to the CIPP in accordance with the manufacturer's recommendations.
  - 5. Before the service lateral pipe is connected to the saddle, the Contractor shall hand wipe a hydrogen sulfide resistant composite epoxy resin mixture inside the saddle where the saddle and CIPP surfaces meet to ensure a watertight seal.
  - 6. The Contractor shall connect the lateral service pipe to the saddle according to the manufacturer's recommendations and in a manner acceptable to the Engineer.

### 3.12 Final Acceptance

- A. Post-installation videos shall be conducted and submitted to the Engineer in accordance with Section 33 01 30.16 of these Specifications. The finished CIPP shall be continuous over the length of pipe between two manholes and shall be an impermeable, joint-less conduit, free from visual defects such as foreign inclusions, dry spots, pin holes, lifts, or delamination.



- B. Wrinkles in the CIPP (other than minor, longitudinal pressure wrinkles) will not be acceptable. The Engineer shall determine as to the acceptability of pressure wrinkling with that decision being final.
- C. After curing of the resin is completed, the hardened CIPP shall extend from manhole to manhole of the section designated providing a structurally sound, corrosion-resistant, watertight conduit that excludes exfiltration and infiltration, is tight-fitting within the existing pipe, and is free of voids or annular spaces between the CIPP and the existing pipe walls. K-Factor for tightness shall equal 7.0 or greater. All terminations into manhole walls shall be watertight at the time of final inspection. No annular space shall be visible between the CIPP and manhole wall.
- D. The finished pipe must be such that when the thermosetting resin cures, the total wall thickness will be a homogeneous, monolithic felt and resin composite matrix that will be chemically resistant to withstand internal exposure to domestic sewage. When cured, the CIPP must form a mechanical bond with the host pipe.

END OF SECTION



## Part 1 General

### 1.1 Work Included

- A. Furnish and install modular precast concrete manhole sections, with tongue-and-groove joints, with masonry transition to lid frame, covers, anchorage and accessories.

### 1.2 Related Sections

- A. Section 31 23 33 - Trenching and Backfilling

### 1.3 Qualifications

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years' experience.

### 1.4 Submittals

- A. Submit under provisions of Section 01 33 00 - Submittal Procedures.
- B. Shop Drawing: Indicate manhole locations, elevations, piping, and sizes and elevations of penetrations.
- C. Product Data: Provide manhole covers, component construction, features, configuration, and dimensions.

### 1.5 Quality Assurance

- A. Demonstrate adherence to the standards set forth in NPCA QC Manual or ACPA QPC. Meet requirements written in the subparagraphs below.
- B. NPCA and ACPA Plant Certification
  - 1. The precast concrete producer must be certified by the National Precast Concrete Association's or the American Concrete Pipe Association's Plant Certification Program prior to and during production of the products for this project.
- C. Qualifications, Quality Control and Inspection
  - 1. Qualifications
    - a. Select a precast concrete producer that has been in the business of producing precast concrete units similar to those specified for a minimum of 3 years. The precast concrete producer must maintain a permanent quality control department or retain an independent testing agency on a continuing basis.

## 2. Quality Control Procedures

a. Submit quality control procedures established by the precast manufacturer in accordance with NPCA QC Manual and ACPA QPC. Show that the following QC tests are performed as required and in accordance with the ASTM standards indicated.

- 1) Slump: Perform a slump test for each 150 cubic yards of concrete produced, or once a day, whichever comes first. Perform slump tests in accordance with ASTM C143/C143M.
- 2) Temperature: Measure the temperature of fresh concrete when slump or air content tests are made and when compressive test specimens are made in accordance with ASTM C1064/C1064M.
- 3) Compressive Strength: Make at least four compressive strength specimens for each 150 cubic yards of concrete of each mix in accordance with the following Standards: ASTM C31/C31M, ASTM C192/C192M, ASTM C39/C39M.
- 4) Air Content: Perform tests for air content on air-entrained, wet-cast concrete for each 150 cubic yards of concrete, but not less often than once each day when air-entrained concrete is used. Determine the air content in accordance with either ASTM C231/C231M or ASTM C173/C173M for normal weight aggregates and ASTM C173/C173M for lightweight aggregates.
- 5) Unit Weight: Perform tests for unit weight a minimum of once per week to verify the yield of batch mixes. Perform unit weight tests for each 100 cubic yards of lightweight concrete in accordance with ASTM C138/C138M.

### D. Test Reports: Submit the following:

1. Material Certifications or Laboratory Test Reports: Include mill tests and all other test data, for portland cement, blended cement, pozzolans, ground granulated blast furnace slag, silica fume, aggregate, admixtures, and curing compound proposed for use on this project.
2. Mix Test: Submit reports showing that the mix has been successfully tested to produce concrete with the properties specified and will be suitable for the job conditions. Such tests may include compressive strength, flexural strength, plastic or hardened air content, freeze thaw durability, abrasion and absorption.
3. Self-Consolidating Concrete: Submit sufficient documentation, when the use of self-consolidating concrete (SCC) is proposed, showing a minimum of 30-days production track records demonstrating that SCC is appropriate for casting of the product.

### E. In-Plant QA/QC Inspection Reports

1. Submit inspection reports upon the request of the Engineer.

## 1.6 Delivery, Storage, and Handling

### A. Shipping Products

1. Do not ship products until they are at least five days old, unless it can be shown that the concrete strength has reached at least 75 percent of the specified 28-day strength, or that damage will not result, impairing the performance of the product.

### B. Delivery

1. Deliver precast units to the site in accordance with the delivery schedule to avoid excessive build-up of units in storage at the site. Upon delivery to the jobsite, all precast concrete units will be inspected by the Engineer for quality and final acceptance.

### C. Storage

1. Store units off the ground or in a manner that minimizes potential damage.

### D. Handling

1. Handle, transport, and store products in a manner to minimize damage. Lifting devices or holes must be consistent with industry standards. Perform lifting with methods or devices intended for this purpose as indicated on shop drawings.

## Part 2 Products

### 2.1 Concrete Materials

- A. Cement Mortar: Cement mortar shall conform to ASTM C270, Type M with Type II cement.
- B. Portland Cement: Submit certificates of compliance stating the type of cement used in manufacture of concrete pipe, fittings and precast manholes. Portland cement shall conform to ASTM C150/C150M, Type II for concrete used in concrete pipe, concrete pipe fittings, and manholes, and type optional with the Contractor for cement used in concrete cradle, concrete encasement, and thrust blocking. Where aggregates are alkali reactive, as determined by Appendix XI of ASTM C33/C33M, a cement containing less than 0.60 percent alkalies shall be used.
- C. Portland Cement Concrete: Portland cement concrete shall conform to ASTM C94/C94M, compressive strength of 4000 psi at 28 days, except for concrete cradle and encasement or concrete blocks for manholes. Concrete used for cradle and encasement shall have a compressive strength of 2500 psi minimum at 2 days. Concrete in place shall be protected from freezing and moisture loss for 7 days.

## 2.2 Manholes

- A. General: Manholes shall be cylindrical, with a 48" minimum inside diameter. Increase diameter as indicated on drawings. Provide eccentric cone top sections.
- B. Precast Concrete Manholes:
1. Precast concrete manhole risers, base sections, and tops shall conform to ASTM C478.
  2. Base and first riser shall be monolithic.
  3. The manhole sidewall shall be of a length such that a minimum of one course and a maximum of 2 courses of bricks shall be placed on top of the unit to bring the casting to grade. A precast concrete adjusting ring may be used for this purpose, conforming to the height ranges specified for brick.
  4. Precast manholes are to be manufactured by Foley, OldCastle, or approved equal.
  5. Plastic Gasket For Precast Manholes: Preformed plastic gasket shall meet or exceed all requirements of FS SS-S-210-A, "Sealing Compound, Preformed Plastic for Pipe Joints," Type I, and ASTM C990, rope formed. It shall be supplied in extruded rope form of suitable cross section and in such sizes as to seal the joint space when the manhole sections are installed. The sealing compound shall be protected by a suitable removable 2 piece wrapper, which shall be designed so that half may be removed longitudinally without disturbing the other half in order to facilitate application of the sealing compound. The flexible plastic gasket shall also meet the requirements of the following table:

Property	Test Method	Minimum	Maximum
Specific Gravity @ 77°F	ASTM D71	1.20	1.30
Ductility @ 77°F (5 cm/min)	ASTM D113	5.0	--
Softening Point (°F)	ASTM D36	320	--
Penetration @ 77°F (cm) (150 g-5 secs.)	ASTM D217	50	120

- C. Concrete Throat Rings: Adjustment throat rings shall be precast non-reinforced concrete rings having a maximum thickness of two inches (2"). The internal diameter shall not be less than twenty-four inches (24"), and the width shall be a minimum of five inches (5"). No more than six throat rings shall be used on any manhole.
- D. HDPE Throat Rings:
1. Final grade adjustment of manhole covers and frame assemblies shall be completed utilizing injection molded high-density polyethylene (HDPE) adjustment rings as manufactured by LADTECH, Inc. or equal.

2. The adjustment rings shall be manufactured from polyethylene plastic as identified in ASTM Designation D-4976 (Standard Specification for Polyethylene Plastic Molding and Extrusion Materials).
  3. The adjustment rings shall be molded from 100% recycled material.
  4. The adjustment rings shall be tested to assure compliance with impact and loading requirements per the ASSHTO Standard Specification for Highway Bridges.
  5. Installation shall be per manufacture's recommendations.
  6. The annular space between the individual rings and cone basin and the rings and cover frame shall be sealed per manufacturer's instruction.
  7. All adjustment for matching road grade shall be made utilizing a molded indexed slope ring.
- E. Gaskets and Connectors: Gaskets for joints between manhole sections shall conform to ASTM C443. Resilient connectors for making joints between manhole and pipes entering manhole shall conform to ASTM C923, and shall be Trelleborg Kor-N-Seal I with Korband Expander, or approved equal.
- F. External Preformed Rubber Joint Seals: An external preformed rubber joint seal shall be an accepted method of sealing cast iron covers to precast concrete sections to prevent ground water infiltration into sewer systems. All finished and sealed manholes constructed in accordance with paragraph entitled "Manhole Construction" shall be tested for leakage in the same manner as pipelines. The seal shall be multi-section with a neoprene rubber top section and all lower sections made of Ethylene Propylene Diene Monomer (EPDM) rubber with a minimum thickness of 60 mils. Each unit shall consist of a top and bottom section and shall have mastic on the bottom of the bottom section and mastic on the top and bottom of the top section. The mastic shall be a non-hardening butyl rubber sealant and shall seal to the cone/top slab of the manhole/catch basin and over the lip of the casting. Extension sections shall cover up to two more adjusting rings. Properties and values are listed in the following tables:

Properties, Test Methods and Minimum Values for Rubber used in Preformed Joint Seals

Physical Properties	Test Methods	EPDM	Neoprene	Butyl Mastic
Tensile, psi	ASTM D412	1840	2195	
Elongation, %	ASTM D412	553	295	350
Tear Resistance, ppi	ASTM D624 (Die B)	280	160	
Rebound, %, 5 minutes	ASTM C972 (mod.)			11
Rebound, %, 2 hours	ASTM C972			12

## 2.3 Metal Items

- A. Cast Iron Frames, Covers, and Gratings for Manholes:

1. Frames and covers shall be ASTM A48, Class 30B cast iron or ductile iron, made accurately to the required dimensions; sound, smooth, clean, and free from blisters and other defects; not plugged or otherwise treated to remedy defects; machined so that covers rest securely in the frames with no rocking and are in contact with frame flanges for the entire perimeter of the contact surfaces; thoroughly cleaned subsequent to machining and before rusting begins; and with the actual weight in pounds stenciled or printed by the manufacturer on each casting in white paint.
  2. Castings shall be Neenah R-1642, or equal, with clear inside diameter of 24 inches. The frames and covers shall have a combined weight of not less than 400 pounds.
  3. Watertight castings shall be Neenah R-1915-G or equal, with clear inside diameter of 24 inches.
  4. Refer to Standard Drawing for cover size and lettering.
- B. Manhole Steps
1. Plastic coating shall conform to ASTM D4101, copolymer polypropylene. Rubber shall conform to ASTM C443M ASTM C443, except shore A durometer hardness shall be 70 plus or minus 5. Aluminum steps or rungs will not be permitted. Steps are not required in manholes less than 4 feet deep.

## Part 3 Execution

### 3.1 Examination

- A. Verify items provided by other sections of Work are properly sized and located.
- B. Verify that built-in items are in proper location, and ready for roughing into Work.
- C. Verify excavation for manholes is correct.

### 3.2 Preparation

- A. Coordinate placement of inlet and outlet required by other sections.
- B. Excavate for manhole in accordance with Section 31 22 33 – Trenching and Backfill.

### 3.3 Placing Manhole Sections

- A. Level base area and place minimum twelve inches (12") compacted bedding.
- B. Concrete Manholes:
  1. Construct base slab of cast-in-place concrete or use precast concrete base sections. Make inverts in cast-in-place concrete and precast concrete bases with



a smooth-surfaced semi-circular bottom conforming to the inside contour of the adjacent sewer sections.

2. For changes in direction of the sewer and entering branches into the manhole, make a circular curve in the manhole invert of as large a radius as manhole size will permit.
  3. For cast-in-place concrete construction, either pour bottom slabs and walls integrally or key and bond walls to bottom slab. No parging will be permitted on interior manhole walls.
  4. For precast concrete construction, make joints between manhole sections with the gaskets specified for this purpose. Parging will not be required for precast concrete manholes.
  5. Make joints between concrete manholes and pipes entering manholes with the resilient connectors specified for this purpose; install in accordance with the recommendations of the connector manufacturer.
  6. Where a new manhole is constructed on an existing line, remove existing pipe as necessary to construct the manhole. Cut existing pipe so that pipe ends are approximately flush with the interior face of manhole wall, but not protruding into the manhole. Use resilient connectors as previously specified for pipe connectors to concrete manholes.
- C. Coordinate with other sections of Work to provide correct size, shape, and location.
- D. Backfill manhole in accordance with Section 31 23 33 - Trenching and Backfilling.

### 3.4 Masonry Construction

- A. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.
- B. Lay masonry units in running bond.
- C. Form flush mortar joints.
- D. Lay masonry units in full bed of mortar, with full head joints, uniformly jointed with other Work.
- E. Set cover frames and covers level without tipping, to correct elevations.
- F. Coordinate with other sections of Work to provide correct size, shape, and location.
- G. Backfill manhole in accordance with Section 31 23 33 - Trenching and Backfilling.

END OF SECTION



## Part 1 General

### 1.1 Section Includes

- A. This Section describes products to be incorporated into the water mains and requirements for the installation and use of these items. Furnish all products and perform all labor necessary to fulfill the requirements of these Specifications.
- B. Supply all products and perform all work in accordance with applicable American Society for Testing and Material (ASTM), American Water Works Association (AWWA), American National Standards Institute (ANSI), National Science Foundation (NSF) Standard 61, or other recognized standards. Latest revisions of all standards are applicable. Additionally, products shall meet the Federal lead-free requirements as stated in the Reduction of Lead in Drinking Water Act.

### 1.2 Qualifications

- A. If requested by the Engineer, submit evidence that manufacturers have consistently produced products of satisfactory quality and performance for a period of at least two years.

### 1.3 Submittals

- A. Submit in accordance with Section 01 33 00 - Submittal Procedures.
- B. Submit to the Engineer shop drawings and product data for all products.
- C. Submit O&M manuals for valves and hydrants.
- D. Manufacturer's written certification of compliance with NSF 61, NSF 372, and lead-free requirements of U.S. State and Federal laws.

### 1.4 Delivery and Handling

- A. Unloading: Furnish equipment and facilities for unloading, handling, distributing and storing pipe, fittings, valves and accessories. Do not drop or dump materials. Any materials dropped or dumped will be subject to rejection without additional justification. Pipe handled on skids shall not be rolled or skidded against the pipe on the ground.
- B. Handling: Handle pipe, fittings, valves and accessories carefully to prevent shock or damage. Handle pipe by rolling on skids, forklift, or front end loader. Do not use material damaged in handling. Slings, hooks or pipe tongs shall be padded and used in such a manner as to prevent damage to the exterior coatings or internal lining of the pipe.

## 1.5 Storage and Protection

- A. Store all pipe which cannot be distributed along the route. Make arrangements for the use of suitable storage areas. Store PVC pipe away from non-solar heat and direct sunlight.
- B. Stored materials shall be kept safe from damage. Store materials on site in enclosures or under protective covering. The interior of all pipe, fittings, valves and other appurtenances shall be kept free from dirt or foreign matter at all times. Valves and hydrants shall be drained and stored in a manner that will protect them from damage by freezing.
- C. Pipe shall not be stacked higher than the limits recommended by the manufacturer. The bottom tier shall be kept off the ground on timbers, rails or concrete. Pipe in tiers shall be alternated: bell, plain end; bell, plain end. At least two rows of timbers shall be placed between tiers and chocks affixed to each other in order to prevent movement. The timbers shall be large enough to prevent contact between the pipe in adjacent tiers.
- D. Stored gaskets shall be placed in a location out of direct sunlight. Gaskets shall not come in contact with petroleum products. Gaskets shall be used on a first in, first out basis.

## Part 2 Products

### 2.1 Ductile Iron Pipe (DIP)

- A. Ductile iron pipe shall be manufactured in accordance with AWWA C151. All pipe, except specials, shall be furnished in nominal lengths of 18 to 20 feet. Sizes shall be as shown on the Drawings. All pipe shall have a minimum pressure rating as indicated in the following table, and corresponding minimum wall thickness, unless otherwise specified or shown on the Drawings:

Pipe Sizes (inches)	Pressure Class (psi)
4 - 12	350
14 - 20	250
24	200
30 - 64	150

- B. Flanged pipe minimum wall thickness shall be equal to Special Class 53.
- C. Pipe shall be cement lined in accordance with AWWA C104. Pipe shall be furnished with a bituminous outside coating. Seal coat over the cement lining is not required.
- D. Fittings shall be ductile iron and shall conform to AWWA C110 or AWWA C153 with a minimum rated working pressure of 250 psi. Fittings shall be cement lined in accordance with AWWA C104 and shall be furnished with a bituminous outside

coating. Seal coat over the cement lining is not required. In lieu of cement lining and bituminous coating, fittings may be provided with a fusion bonded coating and lining meeting the requirements of AWWA C116.

#### E. Joints

1. Unless shown or specified otherwise, joints for buried service shall be push-on or restrained joint type for pipe and standard mechanical or restrained joints for fittings. Joints for exposed service shall be flanged for pipe and fittings, unless otherwise shown. Push-on and mechanical joints shall conform to AWWA C111.
2. Restrained joints: Where restrained joint pipe (RJP) is shown on the Drawings, restrained joints for pipe diameters 16-inch and less shall be manufactured restrained joint, mechanical joint fitting with retainer gland or restraining gasket joint as specified below.

Manufactured restrained joints shall be American "Flex-Ring" or "Lok-Ring"; U.S. Pipe "TR FLEX" or "HP LOK"; or McWane Ductile "TR FLEX" or "THRUST-LOCK." No field welding of restrained joint pipe will be permitted.

- a. Restraining gasket joints shall be assembled with American Fast-Grip gaskets or U.S. Pipe FIELD LOK gaskets but may only be used in lieu of manufactured restrained joints where approved by the Engineer.
  - b. Retainer glands on a mechanical joint may be used as a restrained joint only where retainer glands are specifically shown on the Drawings or where specifically specified.
  - c. Where retainer glands are allowed, in lieu of retainer glands specified elsewhere, the joint may be assembled with US Pipe MJ FIELD LOK gasket.
  - d. No field welding for manufactured restrained joint pipe assembly will be permitted. Where field cutting of restrained joint pipe is required, the joint may be assembled with American Field Flex-Rings or US Pipe TR FLEX GRIPPER Rings.
3. Provide the appropriate gaskets for mechanical and flange joints. Flange gaskets shall be bulb type and shall be ACIPCO Toruseal Flange Gasket or U.S. Pipe RING FLANGE-TYTE Gasket. Gaskets shall be plain rubber (styrene butadiene copolymer – SBR).
  4. Bolts and Nuts
    - a. Provide the necessary bolts for connections. All bolts and nuts shall be threaded in accordance with ANSI B1.1, Coarse Thread Series, Class 2A external and 2B internal fit.

- b. Bolts and nuts for mechanical joints shall be Tee Head Bolts and nuts of high strength low-alloy steel in accordance with ASTM A242 to the dimensions shown in AWWA C111/ANSI A21.11.
5. Mechanical joint glands shall be ductile iron.
- F. Thrust collars shall be welded-on ductile iron body type designed to withstand thrust due to 250 psi internal pressure on a dead end.
- G. Acceptance will be on the basis of the Engineer's inspection and the manufacturer's written certification that the pipe was manufactured and tested in accordance with the applicable standards.
- H. Ductile iron pipe shall be manufactured by American Cast Iron Pipe Company, U.S. Pipe or McWane Ductile.

## 2.2 Line Stops

- A. Line Stop Fittings and Accessories: Fitting shall be full encirclement type, split tee and shall consist of two halves: an upper inserting valve flange saddle half and a lower bottom solid half.
- 1. Line Stop Flange: The outlet of each fitting shall be machined from a forged steel 150 lb. flange (ASTM A181 or A105) or from steel plate (ASTM A285, Grade C); Flange shall be flat faced and drilled per ANSI B16.5. Suitable independently operated locking devices shall be provided in the periphery of the flange to secure the completion plug.
  - 2. Line Stop Nozzle: The nozzle, which lies between the saddle and the flange shall be fabricated from steel pipe (ASTM A234). After welding and stress relief, the nozzle shall be machine bored to receive and lock a suitable completion plug.
  - 3. Completion Plug: The completion plug shall be machined from a stress relieved carbon steel weldment. It shall contain two circumferential grooves: one to receive the locking devices from the line stop flange, and the second to contain a compressible "O" ring to seal pressure tight against the bore of the flange.
  - 4. Blind Flange: Each line stop fitting shall be closed with a blind flange that is compatible with the line stop flange.
  - 5. Saddle Alignment Marking: Each saddle half shall be matched and marked with serial numbers, to ensure proper alignment in the field.
  - 6. The manufacturer shall ensure that weldments are of adequate strength, properly shaped, securely reinforced, and free from distortion that could stress the ductile iron main during installation, pressure tapping, or line stopping operations. All steel shall meet the requirements of ASTM A36, as a minimum. All weldments shall be braced and stress relieved.

7. Gaskets: Shall be molded from elastomer compounds that resist compression setting and are compatible with water in the 32 to 140 degrees Fahrenheit temperature range.
8. Upper Line Stop Flange Saddle:
  - a. Saddle shall consist of saddle plate, a line stop flange, and a line stop nozzle.
  - b. The interior of the saddle plate adjacent to and concentric with the O.D. of the nozzle shall be grooved to retain a gasket which shall seal the saddle plate to the exterior of the main. This gasket shall constitute the only seal between the main and the fitting.
  - c. Saddle plate shall be of a minimum of 0.375-inches in thickness. It shall be shaped to be concentric to the outside of the ductile iron main.
  - d. A line stop nozzle shall be securely welded to the saddle plate.
  - e. The line stop flange shall be securely welded to the nozzle. After welding, the assembly shall be braced, stress relieved, and bored to receive the completion plug.
  - f. Bolt, nut, and washer assemblies shall be furnished to draw the upper and lower saddles together for sealing. Bolting brackets shall be gusseted.
9. Lower Saddle Plate: Saddle plate shall be of a minimum 0.375-inch thickness and shall be shaped to be concentric to the outside of the ductile main. Gusseted bolting brackets shall match upper half.
10. Coating: After fitting has been stress relieved and machined, the exterior and un-machined interior surfaces shall be sandblasted and coated with coal tar epoxy to a final minimum cured thickness of 0.020-inches.
11. Drilling equipment shall be in good condition and equipped with power drive to ensure smooth cutting and to minimize shock and vibration. Cutting equipment shall be carbide tipped and capable of being replaced without removal from the jobsite.
12. Line Stop Machinery: The line stop equipment shall consist of a full size, solid plugging head attached to a carrier body. The body is advanced and retracted from the main by means of a linear actuator. When retracted, the plugging head and carrier are housed in an adapter, bolted pressure tight between the tapping valve and the actuator.
  - a. Plugging Head: The plugging head shall be full size and articulated with a carrier body. When completely seated the head shall lie in a perpendicular plan to the bore of the main.

- b. **Sealing Element:** The element shall be monolithically molded from a polyurethane compound or other acceptable method as determined by the Engineer. The element shall be flat in a plane perpendicular to the flow in the main and shaped so that upstream water pressure shall increase contact between the periphery of the seal and the interior of the main.
  - c. **Deposits in Bore of Main:** The plugging head shall be designed to break and dislodge tuberculation and other deposits in the bore of the main which might interfere with a satisfactory line stop.
- B. Line stops shall be manufactured by Flowserve, Hydra-Stop, TDW Services, or Rangeline, or approved equal.

## 2.3 Retainer Glands

- A. Retainer glands shall be provided at all mechanical joints, including fittings, valves, hydrants and other locations as shown on the Drawings.
- B. Retainer glands for ductile iron pipe shall be Megalug Series 1100, as manufactured by EBAA Iron, Uni-Flange Series 1400, as manufactured by Ford Meter Box Company, Star Pipe Products Star-Grip Series 3000, or Sigma One-Lok Series SLD.
- C. Retainer glands for PVC pipe shall be Megalug Series 200PV, as manufactured by EBAA Iron, Uni-Flange Series 1300, Star Pipe Products Star-Grip Series 4000, or Sigma One-Lok Series SLCE.

## 2.4 Anchor Couplings

- A. Lengths and sizes shall be as shown on the Drawings. Anchor couplings shall be equal to ACIPCO A 10895 or U.S. Pipe U 591.

## 2.5 Concrete

- A. See Specification Section 03 30 00 – Cast In Place Concrete

## 2.6 Polyethylene Encasement

- A. Polyethylene encasement for use with ductile iron pipe shall meet all the requirements for ANSI/AWWA C105/A21.5, Polyethylene Encasement for Ductile Iron Pipe Systems. Polyethylene encasement shall consist of three layers of co-extruded linear low density polyethylene (LLDPE), fused into a single thickness of not less than 8 mils.
- B. The inside surface of the polyethylene wrap to be in contact with the pipe exterior shall be infused with a blend of anti-microbial biocide to mitigate microbiologically influenced corrosion and a volatile corrosion inhibitor to control galvanic corrosion.



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## Part 3 Execution

### 3.1 Existing Utilities and Obstructions

- A. The Drawings indicate utilities or obstructions that are known to exist according to the best information available to the Owner. The Contractor shall contact, by dialing 811, Georgia Utilities Protection Center, as applicable, and all utilities, agencies or departments that own and/or operate utilities in the vicinity of the construction work site at least 72 hours (three business days) prior to construction to verify the location of the existing utilities.
- B. Existing Utility Location: The following steps shall be exercised to avoid interruption of existing utility service.
1. Provide the required notice to the utility owners and allow them to locate their facilities according to applicable local and state law. Field utility locations are valid for only 10 days after original notice. The Contractor shall ensure, at the time of any excavation that a valid utility location exists at the point of excavation.
  2. Expose the facility, for a distance of at least 200 feet in advance of pipeline construction, to verify its true location and grade. Repair, or have repaired, any damage to utilities resulting from locating or exposing their true location.
  3. Avoid utility damage and interruption by protection with means or methods recommended by the utility owner.
  4. Maintain a log identifying when phone calls were made, who was called, area for which utility relocation was requested and work order number issued, if any. The Contractor shall provide the Engineer an updated copy of the log bi-weekly, or more frequently if required.
- C. Conflict with Existing Utilities
1. Horizontal Conflict: Horizontal conflict shall be defined as when the actual horizontal separation between a utility, main, or service and the proposed water main does not permit installation of the water main by the use of sheeting, shoring, tying back, supporting, or temporarily suspending service of the parallel or crossing facility. The Contractor may change the proposed alignment of the water main to avoid horizontal conflicts if the new alignment remains within the available right of way or easement, complies with regulatory agency requirements and after a written request to and subsequent approval by the Engineer. Where such relocation of the water main is denied by the Engineer, the Contractor shall arrange to have the utility, main, or service relocated.
  2. Vertical Conflict: Vertical conflict shall be defined as when the actual vertical separation between a utility, main, or service and the proposed water main does not permit the crossing without immediate or potential future damage to the utility, main, service, or the water main. The Contractor may change the proposed grade of the water main to avoid vertical conflicts if the changed grade

maintains adequate cover and complies with regulatory agencies requirements after written request to and subsequent approval by the Engineer. Where such relocation of the water main is denied by the Engineer, the Contractor shall arrange to have the utility, main, or service relocated.

- D. Electronic Locator: Have available at all times an electronic pipe locator and a magnetic locator, in good working order, to aid in locating existing pipe lines or other obstructions.
- E. Water and Sewer Separation
  - 1. Water mains should maintain a minimum 10 foot edge to edge separation from sewer lines, whether gravity or pressure. If the main cannot be installed in the prescribed easement or right of way and provide the 10 foot separation, the separation may be reduced, provided the bottom of the water main is a minimum of 18 inches above the top of the sewer. Should neither of these two separation criteria be possible, the water main shall be installed below the sewer with a minimum vertical separation of 18 inches.
  - 2. The water main, when installed below the sewer, shall be encased in concrete with a minimum 6 inch concrete depth to the first joint in each direction. Where water mains cross the sewer, the pipe joint adjacent to the pipe crossing the sewer shall be cut to provide maximum separation of the pipe joints from the sewer.
  - 3. No water main shall pass through, or come in contact with, any part of a sanitary sewer manhole.

### 3.2 Construction Along Highways, Streets and Roadways

- A. Install pipe lines and appurtenances along highways, streets and roadways in accordance with the applicable regulations with reference to construction operations, safety, traffic control, road maintenance and repair.
- B. Traffic Control
  - 1. The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights and other traffic control devices; provide qualified flagmen where necessary to direct traffic; take all necessary precautions for the protection of the work and the safety of the public. Flagmen shall be certified by a Georgia DOT (as applicable) approved flagman training program.
  - 2. Construction traffic control devices and their installation shall be in accordance with the Manual On Uniform Traffic Control Devices for Streets and Highways and permits issued for this Project.
  - 3. Placement and removal of construction traffic control devices shall be coordinated with the permitting agencies as required by the permitting agencies.

4. Placement of construction traffic control devices shall be scheduled ahead of associated construction activities. Construction time in street right of way shall be conducted to minimize the length of time traffic is disrupted. Construction traffic control devices shall be removed immediately following their useful purpose. Traffic control devices used intermittently, such as "Flagmen Ahead", shall be removed and replaced when needed.
  5. Existing traffic control devices within the construction work zone shall be protected from damage. Traffic control devices requiring temporary relocation shall be located as near as possible to their original vertical and horizontal locations. Original locations shall be measured from reference points and recorded in a log prior to relocation. Temporary locations shall provide the same visibility to affected traffic as the original location. Relocated traffic control devices shall be reinstalled in their original locations as soon as practical following construction.
  6. Construction traffic control devices shall be maintained in good repair and shall be clean and visible to affected traffic for daytime and nighttime operation. Traffic control devices affected by the construction work zone shall be inspected daily.
  7. Construction warning signs shall be black legend on an orange background. Regulatory signs shall be black legend on a white background. Construction sign panels shall meet the minimum reflective requirements of the permitting agencies. Sign panels shall be of durable materials capable of maintaining their color, reflective character and legibility during the period of construction.
  8. Channelization devices shall be positioned preceding an obstruction at a taper length as required by the Manual on Uniform Traffic Control Devices for Streets and Highways, as appropriate for the speed limit at that location. Channelization devices shall be patrolled to ensure that they are maintained in the proper position throughout their period of use.
- C. Construction Operations:
1. Perform all work along highways, streets and roadways to minimize interference with traffic.
  2. Stripping: Where the pipe line is laid along road right of way, strip and stockpile all sod, topsoil and other material suitable for right of way restoration.
  3. Trenching, Laying and Backfilling: Do not open the trench any further ahead of pipe laying operations than is necessary. Backfill and remove excess material immediately behind laying operations. Complete excavation and backfill for any portion of the trench in the same day.
  4. Shaping: Reshape damaged slopes, side ditches, and ditch lines immediately after completing backfilling operations. Replace topsoil, sod and any other materials removed from shoulders.

- D. Excavated Materials: Do not place excavated material along highways, streets and roadways in a manner which obstructs traffic. Sweep all scattered excavated material off of the pavement in a timely manner.
- E. Drainage Structures: Keep all side ditches, culverts, cross drains, and other drainage structures clear of excavated material. Care shall be taken to provide positive drainage to avoid ponding or concentration of runoff.
- F. Landscaping Features: Landscaping features shall include, but are not necessarily limited to: fences; property corners; cultivated trees and shrubbery; manmade improvements; subdivision and other signs within the right of way and easement. The Contractor shall take extreme care in moving landscape features and promptly re-establishing these features.
- G. Maintaining Highways, Streets, Roadways and Driveways
  - 1. Maintain streets, highways, roadways and driveways in suitable condition for movement of traffic until completion and final acceptance of the work.
  - 2. During the time period between pavement removal and completing permanent pavement replacement, maintain highways, streets and roadways by the use of steel running plates. Running plate edges shall have asphalt placed around their periphery to minimize vehicular impact. The backfill above the pipe shall be compacted as specified elsewhere up to the existing pavement surface to provide support for the steel running plates.
  - 3. Furnish a road grader or front end loader for maintaining highways, streets, and roadways. The grader or front end loader shall be available at all times.
  - 4. Immediately repair all driveways that are cut or damaged. Maintain them in a suitable condition for use until completion and final acceptance of the work.

### 3.3 Pipe Distribution

- A. Pipe shall be distributed and placed in such a manner that will not interfere with traffic.
- B. No pipe shall be strung further along the route than 1,000 feet beyond the area in which the Contractor is actually working without written permission from the Owner. The Owner reserves the right to reduce this distance to a maximum distance of 200 feet in residential, commercial or otherwise congested areas based on the effects of the distribution to the adjacent property owners.
- C. No street or roadway may be closed for unloading of pipe without first obtaining permission from the proper authorities. The Contractor shall furnish and maintain proper warning signs and obstruction lights for the protection of traffic along highways, streets and roadways upon which pipe is distributed.
- D. No distributed pipe shall be placed inside drainage ditches.
- E. Distributed pipe shall be placed as far as possible from the roadway pavement, but no closer than five feet from the roadway pavement, as measured edge to edge.

### 3.4 Location and Grade

- A. The Drawings show the alignment and grade of the water main and the location of valves, hydrants and other appurtenances.
- B. Prior to clearing and grubbing, construction staking shall be performed.

### 3.5 Laying and Jointing Pipe and Accessories

- A. Lay all pipe and fittings to accurately conform to the lines and grades established by the Engineer.
- B. Pipe Installation
  - 1. Proper implements, tools and facilities shall be provided for the safe performance of the work. All pipe, fittings, valves and hydrants shall be lowered carefully into the trench by means of slings, ropes or other suitable tools or equipment in such a manner as to prevent damage to water main materials and protective coatings and linings. Under no circumstances shall water main materials be dropped or dumped into the trench.
  - 2. All pipe, fittings, valves, hydrants and other appurtenances shall be examined carefully for damage and other defects immediately before installation. Defective materials shall be marked and held for inspection by the Engineer, who may prescribe corrective repairs or reject the materials.
  - 3. All lumps, blisters and excess coating shall be removed from the socket and plain ends of each pipe, and the outside of the plain end and the inside of the bell shall be wiped clean and dry and free from dirt, sand, grit or any foreign materials before the pipe is laid. No pipe containing dirt shall be laid.
  - 4. Foreign material shall be prevented from entering the pipe while it is being placed in the trench. No debris, tools, clothing or other materials shall be placed in the pipe at any time.
  - 5. As each length of pipe is placed in the trench, the joint shall be assembled and the pipe brought to correct line and grade. The pipe shall be secured in place with approved backfill material.
  - 6. It is not mandatory to lay pipe with the bells facing the direction in which work is progressing.
  - 7. Applying pressure to the top of the pipe, such as with a backhoe bucket, to lower the pipe to the proper elevation or grade, shall not be permitted.
  - 8. Where pipes of dissimilar materials are joined together, provide adapters as shown on the Drawings.
- C. Alignment and Gradient

1. Lay pipe straight in alignment and gradient or follow true curves as nearly as practicable.
  2. Offset: Maximum offset in alignment between adjacent pipe joints shall no more than 75% of value recommended by the manufacturer and approved by the Engineer but shall not exceed 5 degrees.
  3. Maintain a transit, level and accessories on the job to lay out angles and ensure that deflection allowances are not exceeded.
- D. Expediting of Work: Excavate, lay the pipe, and backfill as closely together as possible. Do not leave unjointed pipe in the trench overnight. Backfill and compact the trench as soon as possible after laying and jointing is completed. Cover the exposed end of the installed pipe each day at the close of work and at all other times when work is not in progress. If necessary to backfill over the end of an uncompleted pipe or accessory, close the end with a suitable plug, either push on, mechanical joint, restrained joint or as approved by the Engineer.
- E. Joint Assembly
1. Push on, mechanical, flange and restrained type joints shall be assembled in accordance with the manufacturer's recommendations.
  2. The Contractor shall inspect each pipe joint within 1,000 feet on either side of main line valves to ensure 100 percent seating of the pipe spigot, except as noted otherwise.
  3. Unless noted otherwise, each restrained joint shall be inspected by the Contractor to ensure that it has been "homed" 100 percent.
  4. The Contractor shall internally inspect each pipe joint to ensure proper assembly for pipe 30 inches in diameter and larger after the pipe has been brought to final alignment.
- F. Cutting Pipe: Cut ductile iron pipe using an abrasive wheel saw. Cut PVC pipe using a suitable saw; remove all burrs and smooth the end before jointing. The Contractor shall cut the pipe and bevel the end, as recommended by the manufacturer, to provide the correct length of pipe necessary for installing the fittings, valves, accessories and closure pieces in the correct location. Only push-on joint pipe shall be cut.
- G. Polyethylene Encasement: Ductile iron pipe, fittings, and valves shall be encased in polyethylene film where shown on the Drawings, where specified, or where ordered by the Engineer. Installation shall be in accordance with AWWA C105 and the manufacturer's instructions. All ends shall be securely closed with tape and all damaged areas shall be completely repaired to the satisfaction of the Engineer.

## H. Valve and Fitting Installation

1. Prior to installation, valves shall be inspected for direction of opening, number of turns to open, freedom of operation, tightness of pressure containing bolting and test plugs, cleanliness of valve ports and especially seating surfaces, handling damage and cracks. Defective valves shall be corrected or held for inspection by the Engineer. Valves shall be closed before being installed.
  2. Valves, fittings, plugs and caps shall be set and joined to the pipe in the manner specified in this section for cleaning, laying and joining pipe, except that 12 inch and larger valves shall be provided with special support, such as treated timbers, crushed stone, concrete pads or a sufficiently tamped trench bottom so that the pipe will not be required to support the weight of the valve. Valves shall be installed plumb.
  3. A valve box shall be provided on each underground valve. They shall be carefully set, centered exactly over the operating nut and truly plumbed. The valve box shall not transmit shock or stress to the valve. The bottom flange of the lower belled portion of the box shall be placed below the valve operating nut. This flange shall be set on brick, so arranged that the weight of the valve box and superimposed loads will bear on the base and not on the valve or pipe. Extension stems shall be installed where depth of bury places the operating nut in excess of 30 inches beneath finished grade so as to set the top of the operating nut 30 inches below finished grade. The valve box cover shall be flush with the surface of the finished area or such other level as directed by the Engineer.
  4. In no case shall valves be used to bring misaligned pipe into alignment during installation. Pipe shall be supported in such a manner as to prevent stress on the valve.
  5. A valve marker shall be provided for each underground valve. Unless otherwise detailed on the Drawings or directed by the Engineer, valve markers shall be installed 6 inches inside the right of way or easement.
- I. Line Stops: The line stopping procedure is a means of temporarily inserting a valve for plugging a pressurized pipe without disrupting pressure or service upstream of the line stop. A pressure tap is first made into the main, allowing insertion of the line stop plugging device into the main under pressure. Line stops shall be temporary and be installed where shown on the Drawings or as directed by the Owner.

## 3.6 Connections to Water Mains

- A. Make connections to existing pipe lines with tapping sleeves and valves, unless specifically shown otherwise on the Drawings.
- B. Location: Before laying pipe, locate the points of connection to existing water mains and uncover as necessary for the Engineer to confirm the nature of the connection to be made.

- C. Interruption of Services: Make connections to existing water mains only when system operations permit. Operate existing valves only with the specific authorization and direct supervision of the Owner.
- D. Connections Using Solid Sleeves or Couplings: Where connections are shown on the Drawings using solid sleeves, the Contractor shall furnish materials and labor necessary to make the connection to the existing pipe line.

### 3.7 Polyethylene Encasement

- A. Ductile iron pipe and the polyethylene encasement used to protect it shall be installed in accordance with AWWA C600 and ANSI/AWWA C105/A21.5 and also in accordance with all recommendations and practices of the AWWA M41, Manual of Water Supply Practices – Ductile Iron Pipe and Fittings. Specifically, the wrap shall be overlapped one foot in each direction at joints and secured in place around the pipe and any wrap at tap locations shall be taped tightly prior to tapping and inspected for any needed repairs following the tap.
- B. All installations shall be carried out by personnel trained and equipped to meet these various requirements.
- C. The installing contractor shall submit an affidavit stating compliance with the requirements and practices of ANSI/AWWA C150/A21.50, ANSI/AWWA C151/A21.51, ANSI/AWWA C105/A21.5, AWWA C600, and M41.

### 3.8 Thrust Restraint

- A. Provide restraint at all points where hydraulic thrust may develop.
- B. Retainer Glands: Provide retainer glands where shown on the Drawings and on fire hydrants and all associated fittings, valves and related piping. Retainer glands shall be installed in accordance with the manufacturer's recommendations.
- C. Harnessing
  - 1. Provide harness rods only where specifically shown on the Drawings or directed by the Engineer.
  - 2. Harness rods shall be manufactured in accordance with ASTM A 36 and shall have an allowable tensile stress of no less than 22,000 psi. Harness rods shall be hot dip galvanized or field coated with bitumastic before backfilling.
  - 3. Where possible, harness rods shall be installed through the mechanical joint bolt holes. Where it is not possible, provide 90 degree bend eye bolts.
  - 4. Eye bolts shall be of the same diameter as specified in AWWA C111 for that pipe size. The eye shall be welded closed. Where eye bolts are used in conjunction with harness rods, an appropriate size washer shall be utilized with a nut on each end of the harness rod. Eye bolts shall be of the same material and coating as the harness rods.



- D. Thrust Collars: Collars shall be constructed as shown on the Drawings. Concrete and reinforcing steel shall meet the requirements as specified in Section 31 23 33 – Trenching and Backfill; however, concrete shall have a compressive strength of not less than 4,000 psi. Welded on collars shall be attached to the pipe by the pipe manufacturer. Where thrust collars are to be installed on existing pipe, retainer glands shall be used in lieu of a welded-on collar. For use with thrust collars, retainer glands shall be of a split style as specified elsewhere in this Section. The retainer glands, as shown on the Drawings, shall be installed in opposite orientations from each other in order to account for differences in flow direction.
- E. Concrete Blocking
1. Provide concrete blocking for all bends, tees, valves, and other points where thrust may develop, except where other exclusive means of thrust restraint are specifically shown on the Drawings.
  2. Concrete shall be as specified in Section 03 30 00 – Cast in Place Concrete.
  3. Form and pour concrete blocking at fittings as shown on the Drawings and as directed by the Engineer. Pour blocking against undisturbed earth. Increase dimensions when required by over excavation.

### 3.9 Inspection and Testing

- A. Pressure and Leakage Test
1. All sections of the water main shall be pressure tested in accordance with AWWA C600. A section of main will be considered ready for testing after completion of all thrust restraint and backfilling.
  2. Each segment of water main between main valves shall be tested individually.
  3. Test Preparation
    - a. For water mains less than 24 inches in diameter, flush sections thoroughly at flow velocities, greater than 3.0 feet per second, adequate to remove debris from pipe and valve seats. For water mains 24 inches in diameter and larger, the main shall be carefully swept clean, and mopped if directed by the Engineer. Partially open valves to allow the water to flush the valve seat. The Owner shall be notified and given the opportunity to be present during flushing operations.
    - b. Partially operate valves and hydrants to clean out seats.
    - c. Provide temporary blocking, bulkheads, flanges and plugs as necessary, to assure all new pipe, valves, and appurtenances will be pressure tested.
    - d. Before applying test pressure, air shall be completely expelled from the pipeline and all appurtenances. Insert corporation cocks at highpoints to expel air as main is filled with water as necessary to supplement

automatic air valves. Corporation stops shall be constructed as detailed on the Drawings with a meter box.

4. Fill pipeline slowly with water. Provide a suitable pump with an accurate water meter to pump the line to the specified pressure.
5. The differential pressure across a valve or hydrant shall equal the maximum possible, but not exceed the rated working pressure. Where necessary, provide temporary backpressure to meet the differential pressure restrictions.
6. Valves shall not be operated in either the opening or closing direction at differential pressures above the rated pressure.
7. Test Pressure: Test the pipeline at 1.5 times the operating pressure or 200 psi whichever is greater measured at the lowest point for at least two hours. Maintain the test pressure within 5 psi of the specified test pressure for the test duration. Should the pressure drop more than 5 psi at any time during the test period, the pressure shall be restored to the specified test pressure. Provide an accurate pressure gage with graduation not greater than 5 psi.
8. Maintain the test pressure within 5 psi of the specified test pressure for the test duration. Should the pressure drop more than 5 psi at any time during the test period, the pressure shall be restored to the specified test pressure.

B. Make-up Water Allowance

1. Make-up water allowance shall be defined as the sum of the quantity of water that must be pumped into the test section, to maintain pressure within 5 psi of the specified test pressure for the test duration plus water required to return line to test pressure at the end of the test. Make-up Water Allowance shall be the total cumulative amount measured on a water meter.
2. The Owner assumes no responsibility for leakage occurring through existing valves.

3. Test Results:

- a. Ductile Iron Pipe: No test section shall be accepted if the make-up water required exceeds the limits determined by the following formula:

$$L = (S * D\sqrt{P})/148,000$$

Where:

L	=	allowable make-up water, in gallons per hour
S	=	length of pipe tested, in feet
D	=	nominal diameter of the pipe, in inches
P	=	average test pressure during the leakage test, in pounds per square inch (gauge)

As determined under Section 5 of AWWA C600.

4. If the water main section being tested contains lengths of various pipe diameters, the allowable leakage shall be the sum of the computed leakage for each diameter. The leakage test shall be repeated until the test section is accepted. All visible leaks shall be repaired regardless of leakage test results.
- C. Completion: After a pipeline section has been accepted, relieve test pressure. Record the type, size and location of all outlets on record drawings.

### 3.10 Disinfecting Pipeline

- A. After successfully pressure testing each pipeline section, disinfect in accordance with AWWA C651 for the continuous feed method and these Specifications.
- B. Specialty Contractor: Disinfection shall be performed by an approved specialty contractor. Before disinfection is performed, the Contractor shall submit a written procedure for approval before being permitted to proceed with the disinfection. This plan shall also include the steps to be taken for the neutralization of the chlorinated water.
- C. Chlorination
1. Apply chlorine solution to achieve a concentration of at least 25 milligrams per liter free chlorine in new line. Retain chlorinated water for 24 hours.
  2. Chlorine concentration shall be recorded at every outlet along the line at the beginning and end of the 24 hour period.
  3. After 24 hours, all samples of water shall contain at least 10 milligrams per liter free chlorine. Rechlorinate if required results are not obtained on all samples.

- D. Disposal of Chlorinated Water:
1. Dechlorination and disposal of heavily chlorinated water shall be in accordance with AWWA C655.
  2. Reduce chlorine residual of disinfection water to less than one milligram per liter if discharged directly to a body of water or to less than two milligrams per liter if discharged onto the ground prior to disposal. Treat water with sulfur dioxide or other reducing chemicals to neutralize chlorine residual. Flush all lines until residual is equal to existing system.
- E. Bacteriological Testing: After flushing of heavily chlorinated water and before the water main is placed in service, the Contractor shall collect samples from the main and have samples tested for bacteriological quality in accordance with the rules of the Georgia Department of Natural Resources, Environmental Protection Division and AWWA C651. The bacteriological samples shall be analyzed for both coliform and non-coliform growth. Testing shall be performed by a laboratory certified by the State of Georgia. Rechlorinate mains until required results are obtained.

### 3.11 Protection and Restoration of Work Area

- A. General: Return all items and all areas disturbed, directly or indirectly by work under these Specifications, to their original condition or better, as quickly as possible after work is started.
1. The Contractor shall plan, coordinate, and prosecute the work such that disruption to personal property and business is held to a practical minimum.
  2. All construction areas abutting lawns and yards of residential or commercial property shall be restored promptly. Backfilling of underground facilities, ditches, and disturbed areas shall be accomplished on a daily basis as work is completed. Finishing, dressing, and grassing shall be accomplished immediately thereafter, as a continuous operation within each area being constructed and with emphasis placed on completing each individual yard or business frontage. Care shall be taken to provide positive drainage to avoid ponding or concentration of runoff.
  3. Handwork, including raking and smoothing, shall be required to ensure the removal of roots, sticks, rocks, and other debris in order to provide a neat and pleasing appearance.
- B. Man-Made Improvements: Protect, or remove and replace with the Engineer's approval, all fences, walkways, mail boxes, pipe lines, drain culverts, power and telephone lines and cables, property pins and other improvements that may be encountered in the work.
- C. Disposal of Rubbish: Dispose of all materials cleared and grubbed during the construction of the Project in accordance with the applicable codes and rules of the appropriate county, state and federal regulatory agencies.

END OF SECTION

## Part 1 General

### 1.1 Work Included

- A. Construction of gravity sanitary utility piping, including piping, manholes, and appurtenances
- B. Testing and inspection

### 1.2 System Description

- A. Pipe material for sewer lines 18 inches and smaller shall be ductile iron unless otherwise shown on the Drawings. Ductile iron pipe shall be used only when so indicated on the Drawings.

### 1.3 Submittals

- A. Submit under provisions of Section 01 33 00 – Submittal Procedures
- B. Shop Drawings
  - 1. Detailed pipe drawings showing pipe details, special fittings and bends, dimensions, coatings, and other pertinent information
  - 2. Detailed manhole drawings showing details, connections, dimensions, castings, anti-flotation provisions and other pertinent information
- C. Product Data
  - 1. Pipe data, including pressure class, wall thickness, reinforcing, and strength calculations.
  - 2. Manufacturer's data for couplings, saddles, gaskets and other pipe accessories.
  - 3. Manhole data, including wall thickness, reinforcing, and strength calculations.

### 1.4 Quality Assurance

- A. Installer Qualifications: Install specified materials by a licensed underground utility Contractor licensed for such work in the state where the work is to be performed. Installing Contractor's License shall be current and be state certified or state registered.
- B. For PVC and ductile iron pipe, furnish a certificate from the pipe manufacturer indicating that the pipe meets all applicable requirements of these specifications.

### C. Drawings

1. Submit Installation Drawings showing complete detail, both plan and side view details with proper layout and elevations.
2. Submit As-Built Drawings for the complete sanitary sewer system showing complete detail with all dimensions, both above and below grade, including invert elevation.
3. Sign and seal As-Built Drawings by a Professional Surveyor and Mapper. Include the following statement: "All potable water lines crossed by sanitary hazard mains are in accordance with the permitted utility separation requirements."

## 1.5 Delivery, Storage, and Handling

### A. Delivery and Storage

1. Piping: Inspect materials delivered to site for damage; store with minimum of handling. Store materials on site in enclosures or under protective coverings. Store plastic piping, jointing materials, and rubber gaskets under cover out of direct sunlight. Do not store materials directly on the ground. Keep inside of pipes and fittings free of dirt and debris.
2. Metal Items: Check upon arrival; identify and segregate as to types, functions, and sizes. Store off the ground in a manner affording easy accessibility and not causing excessive rusting or coating with grease or other objectionable materials.
3. Cement, Aggregate, and Reinforcement: As specified in Section 03 30 00 – Cast In Place Concrete.

- B. Handling: Handle pipe, fittings, and other accessories in such manner as to ensure delivery to the trench in sound undamaged condition. Take special care not to damage linings of pipe and fittings; if lining is damaged, make satisfactory repairs. Carry, do not drag, pipe to trench.

## Part 2 Products

### 2.1 Pipe

#### A. Ductile Iron

1. Ductile iron pipe shall conform to ASTM A746, Thickness Class 51. Fittings shall conform to AWWA C110/A21.10 or AWWA C153/A21.53. Fittings with push-on joint ends shall conform to the same requirements as fittings with mechanical-joint ends, except that the bell design shall be modified, as approved by the Engineer, for push-on joint. Fittings shall have strength at least equivalent to that of the pipe. Ends of pipe and fittings shall be suitable for the joints specified hereinafter.

- a. The length of each individual piece of ductile iron pipe shipped must be plainly marked on that piece of pipe.
  - b. Pipe and fittings shall be lined with Protecto 401, Permox CTF, or Engineer-approved equal. The outside coating shall be manufacturer's standard asphaltic coating. Pipe and fittings shall have cement-mortar lining conforming to AWWA C104/A21.4, standard thickness.
2. Ductile Iron Gravity Joints and Jointing Materials: Pipe and fittings shall have push-on joints, except as otherwise specified in this paragraph. Push-on joint pipe ends and fitting ends, gaskets, and lubricant for joint assembly shall conform to AWWA C111/A21.11.
  3. The pipe manufacturer is to furnish the Engineer a certificate of inspection, sworn to by the factory inspector in the presence of a notary public, stating that the pieces of pipe in the shipment were made and tested in accordance with ASTM A746. Each statement is to give the number of pieces of pipe in the shipment, the length of each piece of pipe, and the serial number of each piece of pipe making up the shipment. In addition, the weight of each individual piece of pipe making up the shipment is to be listed opposite the serial number of each pipe length and attached to the certificate of inspection.
- B. Lateral Branches: To be tees of the same material as the main sewer and have a 6 inch inside diameter unless otherwise specified or noted; able to withstand all test pressures involved without leakage.
  - C. Piping Beneath Railroad Right-of-Way: Where pipeline passes under the right-of-way of a commercial railroad, piping shall conform to the specifications for pipelines conveying nonflammable substances in AREMA Eng. Man, except as otherwise specified in this paragraph. Ductile-iron pipe shall conform to and have strength computed in accordance with ASTM A746.

## 2.2 Concrete Materials

- A. Cement Mortar: Cement mortar shall conform to ASTM C270, Type M with Type II cement.
- B. Portland Cement: Submit certificates of compliance stating the type of cement used in manufacture of concrete pipe, fittings and precast manholes. Portland cement shall conform to ASTM C150/C150M, Type II for concrete used in concrete pipe, concrete pipe fittings, and manholes and type optional with the Contractor for cement used in concrete cradle, concrete encasement, and thrust blocking.
- C. Portland Cement Concrete: Portland cement concrete shall conform to ASTM C94/C94M, compressive strength of 4000 psi at 28 days, except for concrete cradle and encasement or concrete blocks for manholes. Concrete used for cradle and encasement shall have a compressive strength of 2500 psi minimum at 28 days. Concrete in place shall be protected from freezing and moisture loss for 7 days.

## 2.3 Manholes

- A. General: Manholes shall be cylindrical, with a 48" minimum inside diameter. Increase diameter as indicated on drawings. Provide eccentric cone top or flat top sections as required by manhole depth.
- B. Precast Concrete Manholes
1. Precast concrete manhole risers, base sections, and tops shall conform to ASTM C478
  2. Base and first riser shall be monolithic.
  3. The manhole sidewall shall be of a length such that a minimum of one course and a maximum of 2 courses of bricks shall be placed on top of the unit to bring the casting to grade. A precast concrete adjusting ring may be used for this purpose, conforming to the height ranges specified for brick.
  4. Precast manholes are to be manufactured by Foley, Oldcastle or approved equal.
  5. Plastic Gasket For Precast Manholes: Preformed plastic gasket shall meet or exceed all requirements of FS SS-S- 210-A, "Sealing Compound, Preformed Plastic for Pipe Joints," Type I, and ASTM C990, rope formed. It shall be supplied in extruded rope form of suitable cross section and in such sizes as to seal the joint space when the manhole sections are installed. The sealing compound shall be protected by a suitable removable 2 piece wrapper, which shall be designed so that half may be removed longitudinally without disturbing the other half in order to facilitate application of the sealing compound. The flexible plastic gasket shall also meet the requirements of the following table:

Property	Test Method	Minimum	Maximum
Specific Gravity @ 77°F	ASTM D71	1.20	1.30
Ductility @ 77°F (5 cm/min)	ASTM D113	5.0	--
Softening Point (°F)	ASTM D36	320	--
Penetration @ 77°F (cm) (150 g-5 secs.)	ASTM D217	50	120

- C. Throat Rings: Adjustment throat rings shall be precast non-reinforced concrete rings having a maximum thickness of two inches (2"). The internal diameter shall not be less than twenty-four inches (24"), and the width shall be a minimum of five inches (5"). No more than six throat rings shall be used on any manhole.
- D. Initial Backfill Material (FRP Manholes): The initial backfill material shall be composed of well graded, crushed stone or gravel conforming to the following requirements unless modified by the Engineer.

Crushed Stone or Gravel	Percent
Passing 1-1/2 inch sieve	100
Passing 1 inch sieve	95 to 100



Passing 3/8 inch sieve	25 to 60
Passing No. 4 sieve	0 to 10
Passing No. 8 sieve	0 to 5

- E. Gaskets and Connectors: Gaskets for joints between manhole sections shall conform to ASTM C443. Resilient connectors for making joints between manhole and pipes entering manhole shall conform to ASTM C923, and shall be Pelleborg Kor-N-Seal I with Korband Expander, or approved equal.
- F. External Preformed Rubber Joint Seals: An external preformed rubber joint seal shall be an accepted method of sealing cast iron covers to precast concrete sections to prevent ground water infiltration into sewer systems. All finished and sealed manholes constructed in accordance with paragraph entitled "Manhole Construction" shall be tested for leakage in the same manner as pipelines as described in paragraph entitled "Leakage Tests." The seal shall be multi-section with a neoprene rubber top section and all lower sections made of Ethylene Propylene Diene Monomer (EPDM) rubber with a minimum thickness of 60 mils. Each unit shall consist of a top and bottom section and shall have mastic on the bottom of the bottom section and mastic on the top and bottom of the top section. The mastic shall be a non-hardening butyl rubber sealant and shall seal to the cone/top slab of the manhole/catch basin and over the lip of the casting. Extension sections shall cover up to two more adjusting rings. Properties and values are listed in the following table:

Properties, Test Methods and Minimum Values for Rubber used in Preformed Joint Seals

Physical Properties	Test Methods	EPDM	Neoprene	Butyl Mastic
Tensile, psi	ASTM D412	1840	2195	
Elongation, %	ASTM D412	553	295	350
Tear Resistance, pli	ASTM D624 (Die B)	280	160	
Rebound, %, 5 minutes	ASTM C972 (mod.)			11
Rebound, %, 2 hours	ASTM C972			12

## 2.4 Metal Items

- A. Frames, Covers, and Gratings for Manholes: Frames and covers shall be ASTM A48, Class 30B cast iron or ductile iron, made accurately to the required dimensions; sound, smooth, clean, and free from blisters and other defects; not plugged or otherwise treated to remedy defects; machined so that covers rest securely in the frames with no rocking and are in contact with frame flanges for the entire perimeter of the contact surfaces; thoroughly cleaned subsequent to machining and before rusting begins; and with the actual weight in pounds stenciled or printed by the manufacturer on each casting in white paint. Castings shall be Deeter Foundry #1150, Neenah R-1642, or equal acceptable to Owner for traffic rated areas and Deeter Foundry #1158 for non-traffic rated areas or approved equal. Watertight castings shall be Neenah R-1642G, Deeter 1150/1155 with bolt down lid and gasket or approved equal. Refer to Standard Drawing. The frames

and covers shall have a combined weight of not less than 400 pounds. The word "Sanitary Sewer" shall be stamped or cast into covers so that it is plainly visible.

- B. Manhole Steps: Zinc-coated steel conforming to 29 CFR 1910.27. As an option, plastic or rubber coating pressure-molded to the steel may be used. Plastic coating shall conform to ASTM D4101, copolymer polypropylene. Rubber shall conform to ASTM C443M ASTM C443, except shore A durometer hardness shall be 70 plus or minus 5. Aluminum steps or rungs will not be permitted. Steps are not required in manholes less than 4 feet deep.

## 2.5 Compression Couplings

- A. When dissimilar pipe materials like PVC and concrete pipe are joined, use compression couplings that are resistant to the corrosive action of soils and sewage and that will provide a permanent watertight joint. The compression couplings shall be of natural or synthetic rubber or rubber-like material and shall comply with the requirements and test methods specified in Table 2 of ASTM C425. The coupling shall meet the leak requirements specified in ASTM C425, and the bands for attaching the couplings to the dissimilar pipes shall be of stainless steel meeting ASTM A167 or A240. Each coupling shall bear the manufacturer's identifying mark and an indication of its size.

## Part 3 Execution

### 3.1 Protection

- A. Carefully protect from damage all existing sewers, water lines, gas lines, sidewalks, curbs, gutters, pavements, electrical lines, and other utilities or structure in the vicinity of the work at all times. If it is necessary to repair, remove, and/or replace any such utility or structure in order to complete the work properly, do so in compliance with the provisions set forth in other sections of these specifications. Any such work shall be considered incidental to the construction of pipe sewers, and no additional payment will be allowed therefore.
- B. Water service connections that are damaged shall be repaired or replaced by the Contractor, in accordance with the Owner's Specifications.
- C. Service or house connections to existing sewers that are damaged or removed shall be repaired or replaced by the Contractor, in accordance with the Owner's Specifications.

### 3.2 Pipe Separation

- A. Lay sewers at least 10 feet horizontally from any existing or proposed water main. If this is not practical, the sewer may be laid closer than 10 feet to a water main provided it is laid in a separate trench and the elevation of the top of the sewer is at least 18 inches below the bottom of the water main.
- B. Where a sewer crosses under water mains, the top of the sewer shall be at least 18 inches below the bottom of the water main. If the elevation of the sewer cannot be

varied to meet the above requirements, relocate the water main to provide this separation, or else reconstruct it with mechanical joint ductile iron pipe for a distance of 10 feet on each side of the sewer with a full joint of the water main centered over the sewer.

- C. If it is impossible to obtain proper horizontal and vertical separation as stipulated above, construct both the water main and the sewer of mechanical joint ductile iron pipe, and pressure test each.

### 3.3 Pipe Laying

- A. Lay no pipe except in the presence of Engineer or project representative representing the Owner.
- B. Before placing sewer pipe in position in the trench, carefully prepare the bottom and sides of the trench, and install any necessary bracing and sheeting or trench boxes as provided in Section 31 23 33 – Trenching and Backfilling.
- C. Wherever necessary to provide satisfactory bearing surface, place concrete cradles as shown on the Drawings. Cradles shall be of concrete and conform to the dimensions shown on the Drawings. Concrete placed outside the dimensions shown shall be at the Contractor's expense.
- D. Lasers shall be used to set line and grade, after the type and procedures are approved by the Engineer. Set reference points for both line and grade at each manhole. Where grades are 0.6 percent or less, check the elevation of the beam each 100 feet with an offset point or engineer's level.
- E. Do not allow water to run or stand in the trench while pipe laying is in progress or before the trench has been backfilled. Do not at any time open up more trench than the available pumping facilities are able to dewater.
- F. Correct trench bottoms found to be unsuitable for foundations after pipe laying operations have started, bringing them to exact line and grade with compacted earth or stone as necessary.
- G. Special Requirements:
  - 1. Installation of Clay Piping: Install pipe and fittings in accordance with this section and with the requirements of ASTM C12 for pipe laying. Make joints with a compression joint material specified for clay pipe joints and assemble in accordance with the recommendations of the manufacturer of the pipe.
  - 2. Installation of Concrete Gravity Sewer Piping: Install pipe and fittings in accordance with this section and with the provisions for rubber gasket jointing and jointing procedures of ACPA 01-103 or of ACPA 01-102, Chapter 9, "Installation, Inspection and Construction Testing." Make joints with the gaskets specified for concrete gravity sewer pipe joints. Clean and dry surfaces receiving lubricants, cements, or adhesives. Affix gaskets to pipe not more than 24 hours prior to the installation of the pipe. Protect gaskets from sun, blowing dust, and other deleterious agents at all times. Before

installation of the pipe, inspect gaskets and remove and replace loose or improperly affixed gaskets. Align each pipe section with the previously installed pipe section, and pull the joint together. If, while pulling the joint, the gasket becomes loose and can be occluded, remove the pipe and remake the joint.

3. Installation of Ductile Iron Gravity Sewer Pipe: Unless otherwise specified, install pipe and associated fittings in accordance with this section and with the requirements of AWWA C600 for pipe installation and joint assembly.
  - a. Make push-on joints with the gaskets and lubricant specified for this type joint and assemble in accordance with the applicable requirements of AWWA C600 for joint assembly.
- H. Carefully inspect each piece of pipe and special fitting before it is placed, and lay no defective pipe in the trench. Pipe-laying shall proceed upgrade, starting at the lower end of the grade and with the bells upgrade. When pipe-laying is not in progress, keep the ends of the pipe tightly closed with an approved temporary plug.
- I. Bell holes shall be large enough to allow ample room for the pipe joints to be properly made. Cut out the bell holes no more than 2 joints ahead of the pipe laying. Carefully grade the bottom of the trench between bell holes so that each pipe barrel rests on a solid foundation for its entire length. Lay each pipe joint so as to form a close concentric joint with adjoining pipe and to avoid sudden offsets or inequalities in the flow line.
- J. Install tee branches in sewer lines to serve properly each lot facing or abutting on the street or alley in which sewer is being laid. If tee branches are not to be used immediately, close them with approved stopper that are held in place to prevent infiltration and withstand all test requirements.
- K. For all tees that are plugged and laid in rock, blast a minimum of 6 LF of ditch line in the direction and to the approximate grade of the future lateral, but do not excavate the material. This shall be done at no extra cost to the Owner. Furnish the Owner with a record of the exact location of each tee installed.
- L. If the work consists of constructing a new sewer to replace an existing one, connect only existing active service lines to the new line, unless directed otherwise by the Owner.
- M. New service laterals shall conform to the standard drawings.
- N. As the work progresses, thoroughly clean the interior of the pipe in place. After each line of pipe has been laid, carefully inspect it, and remove all earth, trash, rags, and other foreign matter from its interior.
- O. After the joints have been completed, they shall be inspected, tested, and accepted by the Owner's Representative before being covered. The pipe shall meet the test requirements for watertightness; immediately repair any leak or defect discovered at any time after completion of the work. Any pipe that has been disturbed after joints were formed shall be taken up, the joints cleaned and remade, and the pipe relaid at

the Contractor' expense. Carefully protect all pipe in place from damage until backfilling operations are completed.

- P. Do not begin the backfilling of trenches until the pipe in place has been reviewed and approved by the Owner's Representative.
- Q. Make connections to all existing active sewer lines as shown on the Drawings. Make connections either by removing a section of the sewer from the existing line and inserting a wye or tee branch of the proper size or by constructing a manhole, junction box, regulator chamber, or other structure as shown on the Drawings.
- R. Make connections to existing manholes or inlets by cutting a hole in the wall of the existing structure, inserting a length of sewer pipe into the hole, filling around the pipe with concrete or mortar, and troweling the inside and outside surfaces of the joint to a neat finish. Shape or reshape the bottom of the manholes as necessary to fit the invert of the sewer pipe.
- S. Joint dissimilar pipe by using suitable compression couplings. If compression couplings are not available, make jointing with a special fabricated coupling approved by the Owner.
- T. Existing water service connections which are damaged by the Contractor will be repaired or replaced at his expense as an incidental part of the work.
- U. Existing service or house connections to existing sewers that are damaged or removed shall be repaired or replaced by the Contractor at his own expense as an incidental part of the work.

### 3.4 Concrete Work

- A. Cast-in-place concrete is included in Section 03 30 00 – Cast In Place Concrete. The pipe shall be supported on a concrete cradle, or encased in concrete where indicated on the drawings or directed by the Engineer.

### 3.5 Manhole Construction – General

- A. Dewater sufficiently to maintain the ground water level at or below the bottom of the manhole foundation prior to and during placement of the foundation.
- B. Obtain an adequate foundation for all manhole structures by removing and replacing unsuitable material with well graded granular material, by tightening with coarse rock, or by such other means as provided for foundation preparation of the connected sewers or as directed by the Engineer. Wherever water is encountered at the site, place all cast-in-place bases on a one-piece waterproof membrane to prevent any movement of water into the fresh concrete.
- C. Carefully set the cast iron frame and cover at the required elevation, and properly bond it to the masonry with preformed plastic gasket or cement grout. Wherever manholes are constructed in paved areas, tilt the top surface of the frame and cover so as to conform to the exact slope, crown, and grade of the existing adjacent pavement. Wherever manholes are constructed in new subdivision streets, set the

top surface of the frame and cover so as to conform to the exact slope, crown, and grade of the proposed finished surface.

- D. Where the difference in the invert elevation of two or more sewers intersecting in one manhole is 24 inches or more, construct a drop manhole. Drop manholes shall be similar in construction to standard manholes except that a drop connection of pipe and fittings of the proper sizes and materials shall be constructed outside the manhole and supported by 4,000 psi concrete as indicated by the Standard Details.

### 3.6 Concrete/Precast Manhole Construction

- A. Construct base slab of cast-in-place concrete or use precast concrete base sections. For cast-in-place manhole bases, carefully block the lower barrel section above the prepared surface so that it is fully and uniformly supported in true alignment; make sure that all entering pipe can be inserted at proper grade. Then place the concrete foundation and invert under and upon this base section as shown in the standard drawings. For monolithic manhole bases, carefully level the base stone and place the base section on this prepared base so it is fully and uniformly supported in true alignment and elevation.
- B. Make inverts in cast-in-place concrete and precast concrete bases with a smooth-surfaced semi-circular bottom conforming to the inside contour of the adjacent sewer sections. For changes in direction of the sewer and entering branches into the manhole, make a circular curve in the manhole invert of as large a radius as manhole size will permit.
- C. No parging will be permitted on interior manhole walls.
- D. For precast concrete construction, make joints between manhole sections with the gaskets specified for this purpose; install in the manner specified for installing joints in concrete piping. Parging will not be required for precast concrete manholes.
- E. Cast-in-place concrete work shall be in accordance with the requirements specified under paragraph entitled "Concrete Work" of this section.
- F. Make joints between concrete manholes and pipes entering manholes with the resilient connectors specified for this purpose; install in accordance with the recommendations of the connector manufacturer.
- G. Thoroughly wet and then completely fill all lift holes with mortar. Trim all protruding mastic between precast elements and between the manhole casting and the manhole riser on the inside of the manhole and smooth over these joints with mortar.
- H. Where a new manhole is constructed on an existing line, remove existing pipe as necessary to construct the manhole. Cut existing pipe so that pipe ends are approximately flush with the interior face of manhole wall, but not protruding into the manhole. Use resilient connectors as previously specified for pipe connectors to concrete manholes.

- I. Place backfill by hand around the manhole and to a distance of at least one pipe length into each trench, and tamp the downstream side with clean 1/2 inch to 3/4 inch crushed stone up to an elevation of 12 inches above the crown on all entering pipes. Continue backfilling in accordance with the requirements for trench backfilling.

### 3.7 Field Quality Control – Sewer Lines

- A. Before constructing or placing any joints, demonstrate to the Owner's Representative, by completing at least 1 sample joint, that the methods to be used conform to the specifications and will provide a watertight joint and further that the workmen to be involved in this phase of work are thoroughly familiar with experienced with the type of joint proposed.
- B. No other type of joint may be used unless authorized in writing by the Owner.
- C. Testing Of Gravity Sewers
  1. Visual Tests
    - a. Upon completion of the construction or earlier if the Owner's Representative deems advisable, the Owner's Representative will make a visual inspection of the sewer and construction site. Immediately repair all leaks and defects found by such inspection.
    - b. In addition to general cleanup and leakage, the following standard shall be used to determine failure or defects of this project. Sewers shall be built so as to remain true to line and grade. The inclining grade of the bottom of the sewer after completion shall be such that no remaining puddle of water is deeper than 1/2 inch on pipe 36 inches internal diameter or smaller and 3/4 inch on pipe larger than 36 inches internal diameter. Any section of pipe that does not comply with the specifications at any time previous to final acceptance of the work shall be replaced or relaid at the Contractor's expense.
    - c. The Contractor will be held strictly responsible that all parts of the work bear the load of the backfill. If defects develop in the pipe within 1 year from the date of final acceptance of the work, the Contractor will be required to replace, at his expense, all such cracked pipe. To this end, the Contractor is advised to purchase pipe under a guarantee from the manufacturer, guaranteeing proper service of sewer pipe under conditions established by the Drawings, specifications, and local conditioning at the site of the work.
  2. Leakage Tests: Test lines for leakage by either infiltration tests or exfiltration tests, or by low-pressure air tests. Prior to testing for leakage, backfill trench up to at least lower half of pipe. When necessary to prevent pipeline movement during testing, place additional backfill around pipe sufficient to prevent movement, but leaving joints uncovered to permit inspection. When leakage or pressure drop exceeds the allowable amount specified, make

satisfactory correction and retest pipeline section in the same manner. Correct visible leaks regardless of leakage test results.

- a. Infiltration tests and exfiltration tests: Perform these tests for sewer lines made of the specified materials, not only concrete, in accordance with ASTM C969. Make calculations in accordance with the Appendix to ASTM C969.
  - b. Low pressure air tests: Perform low pressure air testing as follows:
    - 1) Furnish all equipment, facilities, and personnel necessary to conduct the test. The test shall be observed by a representative of the Owner.
    - 2) Perform the first series of air tests after 2,000 LF but before 4,000 LF of sewer has been laid. The purpose of this first series of tests is to assure both the Contractor and the Owner that the materials and method of installation meet the intent of these specifications. Conduct the remainder of the tests after approximately each 10,000 LF has been laid.
    - 3) Plug all tees and ends of sewer services with flexible joint plugs or caps securely fastened to withstand the internal test pressures. Such plugs or caps shall be readily removable, and their removal shall provide a socket suitable for making a flexible jointed lateral connection or extension.
    - 4) Prior to testing, check the pipe to see that it is clean. If not, clean it by passing a full-gauge squeegee through the pipe. It shall be the Contractor's responsibility to have the pipe cleaned.
    - 5) Ductile Iron pipelines: Test in accordance with ASTM C924. Allowable pressure drop shall be as given in ASTM C924. Make calculations in accordance with the Appendix to ASTM C924.
3. Deflection Testing: Perform a deflection test on entire length of installed plastic pipeline on completion of work adjacent to and over the pipeline, including leakage tests, backfilling, placement of fill, grading, paving, concreting, and any other superimposed loads determined in accordance with ASTM D2412. Deflection of pipe in the installed pipeline under external loads shall not exceed 4.5 percent of the average inside diameter of the pipe. Determine whether the allowable deflection has been exceeded by the use of a pull-through device or a deflection measuring device.
- a. Pull-through device: This device shall be a spherical, spheroidal, or elliptical ball, a cylinder, or circular sections fused to a common shaft. Circular sections shall be so spaced on the shaft that distance from external faces of front and back sections will equal or exceed diameter of the circular section. Pull-through device may also be of a design promulgated by the Uni-Bell Plastic Pipe Association, provided the device meets the applicable requirements specified in this paragraph,



including those for diameter of the device, and that the mandrel has a minimum of 9 arms. Ball, cylinder, or circular sections shall conform to the following:

- 1) A diameter, or minor diameter as applicable, of 95 percent of the average inside diameter of the pipe; tolerance of plus 0.5 percent will be permitted.
  - 2) Homogeneous material throughout, shall have a density greater than 1.0 as related to water at 40 degrees F, and shall have a surface Brinell hardness of not less than 150.
  - 3) Center bored and through-bolted with a 1/4 inch minimum diameter steel shaft having a yield strength of not less than 70,000 psi, with eyes or loops at each end for attaching pulling cables.
  - 4) Each eye or loop shall be suitably backed with a flange or heavy washer such that a pull exerted on opposite end of shaft will produce compression throughout remote end.
- b. Deflection measuring device: Sensitive to 1.0 percent of the diameter of the pipe being tested and shall be accurate to 1.0 percent of the indicated dimension. Deflection measuring device shall be approved prior to use.
- c. Pull-through device procedure: Pass the pull-through device through each run of pipe, either by pulling it through or flushing it through with water. If the device fails to pass freely through a pipe run, replace pipe which has the excessive deflection and completely retest in same manner and under same conditions.
- d. Deflection measuring device procedure: Measure deflections through each run of installed pipe. If deflection readings in excess of 4.5 percent of average inside diameter of pipe are obtained, retest pipe by a run from the opposite direction. If retest continues to show a deflection in excess of 4.5 percent of average inside diameter of pipe, replace pipe which has excessive deflection and completely retest in same manner and under same conditions.
- D. Visual Inspection of Miscellaneous Materials: All material used on this project are subject to visual inspection by the Owner's Representative at the site for conformance to the required specifications. When reasonable doubt exists that said material meets the specifications, the Owner's Representative may require certified mill tests, samples, and/or tests by an independent laboratory or other suitable form of verification that the material meets the required specifications.
- E. Field Tests for Concrete: Field testing requirements are covered in Section 03 30 00 – Cast-In-Place Concrete.

### 3.8 Field Quality Control - Manholes

- A. All manholes are to be vacuum tested immediately after assembly or construction and before backfilling. No standing water shall be allowed in the manhole excavation which may affect the accuracy of the test.
- B. All pipe and other openings into the manhole shall be suitably plugged in such a manner as to prevent displacement of the plugs while the vacuum is pulled. Service lines at manholes may be vacuum tested in lieu of air testing at the option of the Contractor.
- C. The Contractor is required to furnish all equipment necessary for these tests including the manhole sealing apparatus, gauges, pump plugs, and personnel shall be in accordance with equipment specifications and instructions provided by the manufacturer.
- D. The test head shall be placed in the cone section of the manhole.
- E. A vacuum of 10 inches of mercury shall be drawn. The time for the vacuum to drop to 9 inches of mercury shall be recorded.
- F. Acceptance for 4 foot diameter manholes shall be defined as when the time to drop to 9 inches of mercury meets or exceeds the following:

Manhole Depth	Diameter	Time to Drop 1 Inch HG
10 ft. or less	4 ft.	75 seconds
10 ft. to 15 ft.	4 ft.	90 seconds
15 ft. to 25 ft.	4 ft.	105 seconds

- G. For manholes 5 foot in diameter, add an additional 15 seconds and for manholes 6 foot in diameter, add an additional 30 seconds to the time requirements for 4 foot diameter manholes.
- H. If the manhole fails the test, necessary repairs shall be made and the vacuum test repeated until the manhole passes the test.
- I. If the manhole joint mastic is displaced enough to leave a void between the sections during the vacuum test, the manhole shall be disassembled and the seal replaced.
- J. A second vacuum test will be required after the manhole casting has been set and the binder placed around it.
- K. Regardless of the outcome of the vacuum tests, any visual or audio defects are to be repaired.

### 3.9 Cleanup

- A. After completing each section of the sewer line, remove all debris, construction materials, and equipment from the site work, grade and smooth over the surface on both sides of the line, and leave the entire right-of-way in a clean, neat, and serviceable condition.

END OF SECTION



## Part 1 General

### 1.1 Section Includes

- A. Furnish and install storm drainage facilities including drain piping, fittings, accessories, and bedding; catch basins; manholes and other facilities.

### 1.2 Related Sections

- A. Section 31 23 33 – Trenching and Backfilling

### 1.3 Measurement and Payment

- A. Pipe Culverts and Storm Drains:

- 1. The length of pipe installed will be measured along the centerlines of the pipe from end to end of pipe without deductions for diameter of manholes. Pipe will be paid for at the contract unit price for the number of linear feet of culverts or storm drains placed in the accepted work.

- B. Storm Drainage Structures:

- 1. The quantity of manholes and inlets will be measured as the total number of manholes and inlets of the various types of construction, complete with frames and gratings or covers and, where indicated, constructed to the depth as shown in the plans.
- 2. The depth of manholes and inlets will be measured from the top of grating or cover to invert of outlet pipe.

- C. Headwall

- 1. Headwalls will be measured by the number of headwalls installed.
- 2. Headwalls will be paid for at the contract unit price for the number of walls and headwalls constructed in the completed work.

### 1.4 Submittals

- A. Submit the following in accordance with Section 01 33 00 - Submittal Procedures:

- B. Action Submittals:

- 1. Shop Drawings: Indicate openings in inlets and junction boxes, inverts, and sizes. Indicate grating type and installation.

2. Product data: Provide product data for precast structures, pipe, and pipe accessories.

C. Informational Submittals:

1. Product Data Placing Pipe: Submit printed copies of the manufacturer's recommendations for installation procedures of the material being placed, prior to installation.
2. Manufacturer's Certificate: Certify that products meet or exceed applicable state DOT requirements.

## 1.5 Delivery, Storage, and Handling

A. Delivery and Storage

1. Materials delivered to site shall be inspected for damage, unloaded, and stored with a minimum of handling.
2. Materials shall not be stored directly on the ground.
3. The inside of pipes and fittings shall be kept free of dirt and debris.
4. Before, during, and after installation, plastic pipe and fittings shall be protected from any environment that would result in damage or deterioration to the material.
5. Keep a copy of the manufacturer's instructions available at the construction site at all times and follow these instructions unless directed otherwise by the Engineer.
6. Solvents, solvent compounds, lubricants, elastomeric gaskets, and any similar materials required to install plastic pipe shall be stored in accordance with the manufacturer's recommendations and shall be discarded if the storage period exceeds the recommended shelf life. Solvents in use shall be discarded when the recommended pot life is exceeded.

B. Handling

1. Materials shall be handled in a manner that ensures delivery to the trench in sound, undamaged condition.
2. Pipe shall be carried to the trench, not dragged.

## Part 2 Products

### 2.1 Pipe for Culverts and Storm Drains

- A. Pipe for culverts and storm drains shall be of the sizes indicated and shall conform to the requirements specified.

## 2.2 Round Concrete Pipe

- A. Manufactured in accordance with and conforming to AASHTO M 170, Class III, Section 843.2.01 of the GDOT Standard Specifications.
- B. Gaskets:
  - 1. Materials: Flexible watertight joints shall be made with plastic or rubber-type gaskets for concrete pipe. The rubber-type gaskets shall conform to AASHTO M 198, with the additional requirement that they shall be of sufficient volume to fill the pipe joint space. Gaskets shall have not more than one factory-fabricated splice.
  - 2. Test Requirements: Watertight joints shall be tested and shall meet test requirements of paragraph HYDROSTATIC TEST ON WATERTIGHT JOINTS. Rubber gaskets shall comply with the oil resistant gasket requirements of AASHTO M 198. Certified copies of test results shall be delivered to the Engineer before gaskets or jointing materials are installed.

## 2.3 Reinforced Arch Culvert and Storm Drainpipe

- A. Manufactured in accordance with and conforming to AASHTO M 206, Class A-III.
- B. Joint Sealing Materials: Flexible watertight joints shall be made with bituminous plastic cement conforming to ASTM C990.

## 2.4 Drainage Structures

- A. Flared End Sections: Sections shall be of a standard design fabricated from zinc coated steel sheets meeting requirements of ASTM A929/A929M.
- B. Precast Reinforced Concrete Box: Manufactured in accordance with and conforming to ASTM C1433.

## 2.5 Miscellaneous Materials

- A. Concrete
  - 1. Unless otherwise specified, concrete and reinforced concrete shall conform to the requirements for 4000 psi concrete under Section 03 30 00 - Cast-In-Place Concrete. The concrete mixture shall have air content by volume of concrete, based on measurements made immediately after discharge from the mixer, of 5 to 7 percent when maximum size of coarse aggregate exceeds 1-1/2 inches. Air content shall be determined in accordance with ASTM C231. The concrete covering over steel reinforcing shall not be less than 1 inch thick for covers and not less than 1-1/2 inches thick for walls and flooring. Concrete covering deposited directly against the ground shall have a thickness of at least 3 inches between steel and ground.

2. Expansion-joint filler material shall conform to ASTM D1751, or ASTM D1752, or shall be resin-impregnated fiberboard conforming to the physical requirements of ASTM D1752.
- B. Mortar: Mortar for connections to other drainage structures, and brick or block construction shall conform to ASTM C270, Type M, except that the maximum placement time shall be 1 hour. The quantity of water in the mixture shall be sufficient to produce a stiff workable mortar but in no case shall exceed 5.2 gallons of water per sack of cement. Water shall be clean and free of harmful acids, alkalis, and organic impurities. The mortar shall be used within 30 minutes after the ingredients are mixed with water. The inside of the joint shall be wiped clean and finished smooth. The mortar head on the outside shall be protected from air and sun with a proper covering until satisfactorily cured.
  - C. Brick: Brick shall conform to ASTM C62, Grade SW; ASTM C55, Grade S-I or S-II; or ASTM C32, Grade MS. Mortar for jointing and plastering shall consist of one part portland cement and two parts fine sand. Lime may be added to the mortar in a quantity not more than 25 percent of the volume of cement. The joints shall be filled completely and shall be smooth and free from surplus mortar on the inside of the structure. Brick structures shall be plastered with 13 mm 1/2 inch of mortar over the entire outside surface of the walls. For square or rectangular structures, brick shall be laid in stretcher courses with a header course every sixth course. For round structures, brick shall be laid radially with every sixth course a stretcher course.
  - D. Precast Reinforced Concrete Manholes
    1. Conform to ASTM C478. Joints between precast concrete risers and tops shall be full-bedded in cement mortar and shall be smoothed to a uniform surface on both interior and exterior of the structure made with flexible watertight, rubber-type gaskets.
  - E. Frame and Cover for Gratings
    1. Submit certification on the ability of frame and cover or gratings to carry the imposed live load.
    2. Frame and cover for gratings shall be cast gray iron, AASHTO M105, Class A; or cast ductile iron, ASTM A536, Grade 65-45-12. Weight, shape, size, and waterway openings for grates and curb inlets shall be as indicated on the plans. The word "Storm Sewer" shall be stamped or cast into covers so that it is plainly visible.

## 2.6 Resilient Connectors

- A. Flexible, watertight connectors used for connecting pipe to manholes and inlets shall conform to ASTM C923.

## 2.7 Hydrostatic Test on Watertight Joints

- A. Concrete, PVC, and PE Pipe: A hydrostatic test shall be made on the watertight joint types as proposed. Only one sample joint of each type needs testing; however,



if the sample joint fails because of faulty design or workmanship, an additional sample joint may be tested. During the test period, gaskets or other jointing material shall be protected from extreme temperatures which might adversely affect the performance of such materials. Performance requirements for joints in reinforced and non-reinforced concrete pipe shall conform to ASTM C990 or ASTM C443. Test requirements for joints in PVC and PE plastic pipe shall conform to ASTM D3212.

## 2.8 Erosion Control Riprap

- A. Provide nonerodible rock not exceeding 15 inches in its greatest dimension and choked with sufficient small rocks to provide a dense mass with a minimum thickness of 8 inches.

## Part 3 Execution

### 3.1 Excavation for Pipe Culverts, Storm Drains, and Drainage Structures

- A. Excavation of trenches, and for appurtenances and backfilling for culverts and storm drains, shall be in accordance with the applicable portions of Section 31 23 33 – Trenching and Backfilling.
- B. Trenching
  - 1. The width of trenches at any point below the top of the pipe shall be not greater than the outside diameter of the pipe plus 18 inches to permit satisfactory jointing and thorough tamping of the bedding material under and around the pipe. Sheeting and bracing, where required, shall be placed within the trench width as specified, without any overexcavation.
  - 2. Where trench widths are exceeded, redesign with a resultant increase in cost of stronger pipe or special installation procedures will be necessary. Cost of this redesign and increased cost of pipe or installation shall be borne by the Contractor without additional cost to the Owner.
- C. Removal of Unstable Material
  - 1. Where wet or otherwise unstable soil incapable of properly supporting the pipe, as determined by the Engineer, is unexpectedly encountered in the bottom of a trench, such material shall be removed to the depth required and replaced to the proper grade with select granular material, compacted as provided in paragraph BACKFILLING.
  - 2. When removal of unstable material is due to the fault or neglect of the Contractor while performing shoring and sheeting, water removal, or other specified requirements, such removal and replacement shall be performed at no additional cost to the Owner.

### 3.2 Bedding

- A. The bedding surface for the pipe shall provide a firm foundation of uniform density throughout the entire length of the pipe.
- B. Concrete Pipe Requirements
  - 1. When no bedding class is specified or detailed on the drawings, concrete pipe shall be bedded in granular material minimum 4 inch in depth in trenches with soil foundation. Depth of granular bedding in trenches with rock foundation shall be 1/2 inch in depth per foot of depth of fill, minimum depth of bedding shall be 8 inch up to maximum depth of 24 inches.
  - 2. The middle third of the granular bedding shall be loosely placed.
  - 3. Bell holes and depressions for joints shall be removed and formed so entire barrel of pipe is uniformly supported. The bell hole and depressions for the joints shall be not more than the length, depth, and width required for properly making the particular type of joint.

### 3.3 Placing Pipe

- A. Each pipe shall be thoroughly examined before being laid; defective or damaged pipe shall not be used. Plastic pipe shall be protected from exposure to direct sunlight prior to laying, if necessary, to maintain adequate pipe stiffness and meet installation deflection requirements.
- B. Pipelines shall be laid to the grades and alignment indicated.
- C. Proper facilities shall be provided for lowering sections of pipe into trenches. Lifting lugs in vertically elongated metal pipe shall be placed in the same vertical plane as the major axis of the pipe.
- D. Pipe shall not be laid in water, and pipe shall not be laid when trench conditions or weather are unsuitable for such work. Diversion of drainage or dewatering of trenches during construction shall be provided as necessary.
- E. Deflection of installed flexible pipe shall not exceed the following limits:

TYPE OF PIPE	MAXIMUM ALLOWABLE DEFLECTION (percent)
Corrugated Steel and Aluminum Alloy	5
Concrete-Lined Corrugated Steel	3
Plastic (PVC, HDPE)	5

- F. Note post installation requirements of paragraph DEFLECTION TESTING in PART 3 of this specification for all pipe products including deflection testing requirements for flexible pipe.

- G. Concrete and PVC Pipe: Laying shall proceed upgrade with spigot ends of bell-and-spigot pipe and tongue ends of tongue-and-groove pipe pointing in the direction of the flow.

### 3.4 Jointing

#### A. Concrete Pipe

1. Flexible Watertight Joints: Gaskets and jointing materials shall be as recommended by the particular manufacturer in regard to use of lubricants, cements, adhesives, and other special installation requirements. Surfaces to receive lubricants, cements, or adhesives shall be clean and dry. Gaskets and jointing materials shall be affixed to the pipe not more than 24 hours prior to the installation of the pipe, and shall be protected from the sun, blowing dust, and other deleterious agents at all times. Gaskets and jointing materials shall be inspected before installing the pipe; any loose or improperly affixed gaskets and jointing materials shall be removed and replaced. The pipe shall be aligned with the previously installed pipe, and the joint pushed home. If, while the joint is being made the gasket becomes visibly dislocated the pipe shall be removed and the joint remade.
2. External Sealing Band Joint for Noncircular Pipe: Surfaces to receive sealing bands shall be dry and clean. Bands shall be installed in accordance with manufacturer's recommendations.

### 3.5 Drainage Structures

#### A. Manholes and Inlets

1. Construction shall be of reinforced concrete or precast reinforced concrete, complete with frames and covers or gratings; and with fixed galvanized steel ladders where indicated.
2. Pipe connections to concrete manholes and inlets shall be made with flexible, watertight connectors.

- B. Walls and Headwalls: Construction shall be as indicated.

### 3.6 Steel Ladder Installation

- A. Ladder shall be adequately anchored to the wall by means of steel inserts spaced not more than 6 feet vertically and shall be installed to provide at least 6 inches of space between the wall and the rungs. The wall along the line of the ladder shall be vertical for its entire length.

### 3.7 Backfilling

#### A. Backfilling Pipe in Trenches

1. After the pipe has been properly bedded, selected material from excavation or borrow, at a moisture content that will facilitate compaction, shall be placed along both sides of pipe in layers not exceeding 6 inches in compacted depth.
2. The backfill shall be brought up evenly on both sides of pipe for the full length of pipe. The fill shall be thoroughly compacted under the haunches of the pipe.
3. Each layer shall be thoroughly compacted with mechanical tampers or rammers. This method of filling and compacting shall continue until the fill has reached an elevation equal to the midpoint (spring line) of RCP or has reached an elevation of at least 12 inches above the top of the pipe for flexible pipe.
4. The remainder of the trench shall be backfilled and compacted by spreading and rolling or compacted by mechanical rammers or tampers in layers not exceeding 6 inches.
5. Tests for density shall be made as necessary to ensure conformance to the compaction requirements specified below. Where it is necessary, in the opinion of the Engineer, that sheeting or portions of bracing used be left in place, the contract will be adjusted accordingly.
  - a. Untreated sheeting shall not be left in place beneath structures or pavements.

#### B. Backfilling Pipe in Fill Sections

1. For pipe placed in fill sections, backfill material and the placement and compaction procedures shall be as specified below.
2. The fill material shall be uniformly spread in layers longitudinally on both sides of the pipe, not exceeding 6 inches in compacted depth, and shall be compacted by rolling parallel with pipe or by mechanical tamping or ramming.
3. Prior to commencing normal filling operations, the crown width of the fill at a height of 12 inches above the top of the pipe shall extend a distance of not less than twice the outside pipe diameter on each side of the pipe or 12 feet, whichever is less.
4. After the backfill has reached at least 12 inches above the top of the pipe, the remainder of the fill shall be placed and thoroughly compacted in layers not exceeding 6 inches. Use select granular material for this entire region of backfill for flexible pipe installations.

- #### C. Movement of Construction Machinery:
- When compacting by rolling or operating heavy equipment parallel with the pipe, displacement of or injury to the pipe shall be

avoided. Movement of construction machinery over a culvert or storm drain at any stage of construction shall be at the Contractor's risk. Any damaged pipe shall be repaired or replaced.

D. Compaction

1. Minimum Density

- a. Backfill over and around the pipe and backfill around and adjacent to drainage structures shall be compacted at the approved moisture content to the following applicable minimum density, which will be determined as specified below.
- b. Under paved roads, streets, parking areas, and similar-use pavements including adjacent shoulder areas, the density shall be not less than 90 percent of maximum density for cohesive material and 95 percent of maximum density for cohesionless material, up to the elevation where requirements for pavement subgrade materials and compaction shall control.
- c. Under unpaved or turfed traffic areas, density shall not be less than 90 percent of maximum density for cohesive material and 95 percent of maximum density for cohesionless material.
- d. Under nontraffic areas, density shall be not less than that of the surrounding material.

2. Determination of Density:

- a. Testing is the responsibility of the Contractor and performed at no additional cost to the Owner. Testing shall be performed by an approved commercial testing laboratory.
- b. Tests shall be performed in sufficient number to ensure that specified density is being obtained.
- c. Laboratory tests for moisture-density relations shall be made in accordance with ASTM D1557 except that mechanical tampers may be used provided the results are correlated with those obtained with the specified hand tamper.
- d. Field density tests shall be determined in accordance with ASTM D2167 or ASTM D6938. When ASTM D6938 is used, the calibration curves shall be checked and adjusted, if necessary, using the sand cone method as described in paragraph Calibration of the referenced publications. ASTM D6938 results in a wet unit weight of soil and ASTM D6938 shall be used to determine the moisture content of the soil. The calibration curves furnished with the moisture gauges shall be checked along with density calibration checks as described in ASTM D6938.

- e. Test results shall be furnished the Engineer. The calibration checks of both the density and moisture gauges shall be made at the beginning of a job on each different type of material encountered and at intervals as directed.

## 3.8 Pipeline Testing

### A. Leakage Tests

1. Lines shall be tested for leakage by low pressure air or water testing or exfiltration tests, as appropriate.
  - a. Low pressure air testing for concrete pipes shall conform to ASTM C969.
  - b. Low pressure air testing for plastic pipe shall conform to ASTM F1417.
  - c. Low pressure air testing procedures for other pipe materials shall use the pressures and testing times prescribed in ASTM C828 or ASTM C969, after consultation with the pipe manufacturer.
2. Testing of individual joints for leakage by low pressure air or water shall conform to ASTM C1103. Prior to exfiltration tests, the trench shall be backfilled up to at least the lower half of the pipe. If required, sufficient additional backfill shall be placed to prevent pipe movement during testing, leaving the joints uncovered to permit inspection.
3. Visible leaks encountered shall be corrected regardless of leakage test results.
4. When the water table is 2 feet or more above the top of the pipe at the upper end of the pipeline section to be tested, infiltration shall be measured using a suitable weir or other device acceptable to the Engineer.
5. An exfiltration test shall be made by filling the line to be tested with water so that a head of at least 2 feet is provided above both the water table and the top of the pipe at the upper end of the pipeline to be tested.
  - a. The filled line shall be allowed to stand until the pipe has reached its maximum absorption, but not less than 4 hours. After absorption, the head shall be reestablished.
  - b. The amount of water required to maintain this water level during a 2-hour test period shall be measured.
  - c. Leakage as measured by the exfiltration test shall not exceed 250 gallons per inch in diameter per mile of pipeline per day. When leakage exceeds the maximum amount specified, satisfactory correction shall be made and retesting accomplished.

B. Post-Installation Inspection

1. Check each reinforced concrete pipe installation for joint separations, soil migration through the joint, cracks greater than 0.01 inches, settlement and alignment.
2. Check each flexible pipe (HDPE, PVC, CMP, PP) for rips, tears, joint separations, soil migration through the joint, cracks, localized bucking, bulges, settlement and alignment.
3. Replace pipes having cracks greater than 0.1 inches in width or deflection greater than 5 percent deflection.
4. An engineer shall evaluate all pipes with cracks greater than 0.01 inches but less than 0.10 inches to determine if any remediation or repair is required.
5. Repair or replace any pipe with crack exhibiting displacement across the crack, exhibiting bulges, creases, tears, spalls, or delamination.
6. Reports: The final post installation inspection report shall include: a copy of all video taken, pipe location identification, equipment used for inspection, inspector name, deviation from design, grade, deviation from line, deflection and deformation of flexible pipe systems, inspector notes, condition of joints, condition of pipe wall (e.g. distress, cracking, wall damage dents, bulges, creases, tears, holes, etc.).

END OF SECTION







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