

Professional

Engineering

Services

Picadome Pump
Station
Upgrades

Bid No. 64-2023

Project Manual

Lexington-Fayette Urban

County Government

Lexington, Kentucky

Issued for Bid

May 25, 2023



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

Picadome Pump Station Upgrades

Wastewater System Improvements
Division of Water Quality
Lexington Fayette Urban County Government

LFUCG Bid No. 64-2023

Date: May 25, 2023

PREPARED BY:

STRAND ASSOCIATES, INC.®
651 Perimeter Drive, Suite 220
Lexington, KY 40517
www.strand.com

Edition: Bid



Updated 7/27/2016

TABLE OF CONTENTS

<u>Division</u>	<u>Section</u>	<u>Title</u>	<u>Pages</u>
0		<u>PROCUREMENT AND CONTRACTING REQUIREMENTS</u>	
	00100	Advertisement for Bids	1-3
	00320	Geotechnical Data	1-36
	00410	Bid Form	1-29
	00510	Notice of Award	1
	00520	Agreement (Contract)	1-3
	00550	Notice to Proceed	1
	00600	Bonds and Certificates	1-18
	00700	General Conditions	1-62
	00800	Supplementary Conditions	1-15
	00890	Permits	1
	00910	Addenda	1
1		<u>GENERAL REQUIREMENTS</u>	
	01010	Summary of Work	1-7
	01025	Measurement and Payment	1-3
	01040	Coordination	1
	01200	Project Meetings	1
	01300	Submittals	1-5
	01320	Progress Schedules	1-2
	01400	Quality Control	1-2
	01510	Temporary Utilities	1
	01520	Maintenance of Utilities	1-2
	01530	Protection of Existing Facilities	1-2
	01531	Tree and Plant Protection	1
	01540	Demolition and Removal of Existing Structures and Equipment	1
	01550	Site Access and Storage	1-2
	01560	Temporary Environmental Controls	1-4
	01580	Project Identification and Signs	1-3
	01631	Products and Substitutions	1-4
	01731	Cutting and Patching	1-2
	01740	Cleaning	1-2
	01770	Project Closeout	1-3
	01780	Operations and Maintenance Manuals	1-5
	01782	Warranties and Bonds	1-2
	01785	Project Record Documents	1-2

2		<u>SITE CONSTRUCTION</u>	
	02100	Clearing, Grubbing, and Site Preparation	1-3
	02225	Excavating, Backfilling, and Compacting Utilities	1-2

3		<u>CONCRETE</u>	
	03100	Concrete Formwork	1-6
	03200	Reinforcing Steel	1-5
	03250	Concrete Accessories	1-4
	03290	Joints in Concrete	1-3
	03300	Cast-In-Place Concrete	1-18
	03350	Concrete Finishes	1-2
	03370	Concrete Curing	1-4

Division 4 – Not Used

Division 5 – Not Used

Division 6 – Not Used

Division 7 – Not Used

Division 8 – Not Used

Division 9 – Not Used

Division 10 – Not Used

11		<u>EQUIPMENT</u>	
	11333	Open-Channel Grinders	1-8

Division 12 – Not Used

Division 13 – Not Used

14		<u>CONVEYING SYSTEMS</u>	
	14600	Cranes and Hoists	1-7

Division 15 – Not Used

16		<u>ELECTRICAL</u>	
	16050	Basic Electrical Materials and Methods	1-8
	16060	Secondary Grounding	1
	16070	Supporting Devices	1
	16075	Electrical Identification	1
	16120	Conductors and Cables	1-4
	16131	Boxes	1-2

16150	Wire Connections and Connecting Devices	1-3
16170	Safety Switches	1-2
16440	Motor Control	1-4
16900	Controls	1-2

Division 17 – Not Used

APPENDICES – Not Used

SECTION 00100 - ADVERTISEMENT FOR BIDS

1.01 INVITATION

Sealed proposals for the following work will be received by the Lexington-Fayette Urban County Government (LFUCG) via Ion Wave (<https://lexingtonky.ionwave.net>) until 2:00 p.m., local time, June 15, 2023 for furnishing all labor and/or materials and performing all work as set forth in the Contract Documents prepared by and for Lexington-Fayette Urban County Government, Division of Water Quality (OWNER). All forms and Contract Documents normally filled out and attached with bid submission shall be downloaded and may be viewed on Ion Wave. A copy of bid bond must be included with submission. Immediately following the scheduled closing time for reception of Bids, all proposals which have been submitted in accordance with the above will be opened electronically and a bid tab sheet will be posted on Ion Wave within approximately 30 minutes.

Due to the current environment and recommendations for social distancing, LFUCG will only be accepting bids on-line through Ion Wave for this solicitation. Base bid and alternate totals (if required) should be provided on the appropriate line items tab on Ion Wave. Submissions without line item totals (if required) may be rejected and deemed non-responsive. THESE INSTRUCTIONS SUPERCEDE ALL OTHER BID SUBMISSION INSTRUCTIONS PROVIDED IN THIS PACKAGE. PLEASE SUBMIT ALL QUESTIONS VIA THE Q&A MODULE ON ION WAVE.

1.02 DESCRIPTION OF WORK

The project includes providing all construction supervision, labor, materials, tools, test equipment necessary for the Picadome Pump Station.

1.03 OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS

Plans, Specifications, and Contract Documents shall be obtained electronically through LFUCG's Ion Wave. Bids must be submitted through LFUCG's Ion Wave. Due to current environment and recommendations for social distancing, no Contract Documents may be examined in person.

1.04 METHOD OF RECEIVING BIDS

Bids will be received from Prime Contracting firms on a lump sum basis. Bids shall be submitted in the manner and subject to the conditions as set forth and described in the Information Available to Bidders and Bid Form.

Bids shall be submitted online via Ion Wave.

1.05 METHOD OF AWARD

Determination of the successful Bid will be based on the lowest responsive and responsible Bidder whose qualifications indicate the award will be in the best interest of the OWNER and whose Bid/proposal complies with all the prescribed requirements. No Notice of Award will be given until the OWNER has concluded such investigation as deemed necessary to establish the responsibility, qualifications and financial ability of Bidders to do the work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the Bid of any Bidder who does not pass such investigation to the OWNER's satisfaction. The OWNER reserves the right to reject the Bid of any Bidder that is deemed to be unbalanced or front loaded. In analyzing Bids, the OWNER may take into consideration alternate and unit prices, if requested by the Bid forms.

1.06 BID WITHDRAWAL

No Bidder may withdraw his Bid for a period of ninety (90) calendar days after the closing date for receipt of Bids. Errors and omissions will not be cause for withdrawal of Bid without forfeit of Bid Bond.

1.07 BID SECURITY

All Bids shall be accompanied by a Bid Bond of not less than five percent (5%) of the amount of the Bid executed by a Surety Company authorized to do business in the Commonwealth of Kentucky and countersigned by a licensed Kentucky Resident Agent, representing the Surety Company. Certified Check or Bid Bond shall be payable to Lexington-Fayette Urban County Government. Bid Bonds are not required for bids under \$50,000. A cashier's check or irrevocable letter of credit is an acceptable form of bid security.

A scanned copy of the bid bond is acceptable and must be uploaded with the bid through Ion Wave.

1.08 SUBMISSION OF BIDS

Contractors shall submit their Bids via Ion Wave not later than 2:00 p.m. (local time) June 15, 2023. Bids will remain sealed until 2:00 p.m. (local time) June 15, 2023, the official Bid closure time. Bids received after the scheduled closing time for receipt of Bids will not be considered.

1.09 RIGHT TO REJECT

The OWNER reserves the right to reject any and all Bids and to waive all informalities and/or technicalities where the best interest of the OWNER may be served.

1.10 NOTIFICATION TO THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT FOR AFFIRMATIVE ACTION PLAN AND CURRENT WORKFORCE

The successful bidder must submit the following to the OWNER:

1. Affirmative Action Plan for his/her firm.
2. Current Workforce Analysis Form

Failure to submit this as required herein may result in disqualification of the Bidder from the award of the contract.

1.11 NOTICE CONCERNING MWDBE and Veteran Goals

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The OWNER has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs, and set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-Owned Small Businesses. The goals for the utilization of Disadvantaged Business Enterprises and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractor(s) who fail to meet such goals will be expected to provide

written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprise and Veteran-Owned Small Businesses as Subcontractors contact:

Sherita Miller, Division of Central Purchasing
LFUCG
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
859-258-3323
smiller@lexingtonky.gov

1.12 PRE-BID MEETING AND SITE VISIT

A non-mandatory pre-Bid meeting will be held at **9:30 a.m. local time, June 1, 2023** at LFUCG Division of Water Quality, 125 Lisle Industrial Avenue, Suite 180, Lexington, KY 40511.

END OF SECTION

SECTION 00320 – GEOTECHNICAL DATA

THIS PAGE LEFT INTENTIONALLY BLANK

END OF SECTION

**REPORT OF GEOTECHNICAL
SUBSURFACE CHARACTERIZATION**

**PICADOME PUMP STATION IMPROVEMENTS
LEXINGTON, KENTUCKY**

PROJECT: 22050145SHE

DECEMBER 9, 2022

**PREPARED FOR:
STRAND ASSOCIATES
651 PERIMETER DRIVE
LEXINGTON, KY 40517**

**BY:
VECTOR ENGINEERS, INC
A SUBSIDIARY OF CTL ENGINEERING, INC**



December 9, 2022

Mr. Mike Davis, PE
Strand Associates
651 Perimeter Drive
Lexington, KY 40517

Subject: Report of Geotechnical Subsurface Characterization
Picadome Pump Station Improvements
Lexington, Kentucky
Vector Project 22050145SHE

Dear Mr. Davis,

VECTOR Engineers, Inc., has completed the geotechnical subsurface characterization for the proposed improvements to the existing pump station. This exploration was in general accordance with our proposal No. 22050043SHEPPL, dated May 19, 2022, which was accepted by Mr. Joseph M. Bunker with Strand Associates. The purpose of this exploration was to obtain subsurface data to develop site preparation and foundation recommendations for the proposed pump station improvements. This report describes our understanding of the project, summarizes our findings, discusses the geotechnical concerns, and contains our engineering recommendations.

PROJECT INFORMATION

Project information has been provided through correspondence with you. We have been provided with some construction documents of the existing pump station with the proposed improvement locations denoted in red.

We understand that the Lexington Fayette Urban County Government (LFUCG) plans to make improvements to the existing Picadome pump station located adjacent to the third tee box at the Picadome Golf Course on the west side of Lexington, Kentucky. The existing pump station consists of a 30 x 32.5-foot wet well that bears about 30 feet deep and a 24 x 27.5-foot control room and valve vault that bears about 8 feet deep. As

part of the proposed improvements, we understand that the following structures will be installed.

- New manhole to contain a sewage grinder. We understand that the new manhole will likely consist of precast concrete structures with a maximum width of about 8 to 10 feet. The manhole may extend as deep as 20 feet and will be located about 16 feet northeast of the existing pump station.
- New hoist and trolley to remove pumps from the wet well. The hoist and trolley will be connected to a monorail that is supported on each end by foundations located about 16 feet off the northwest and southeast walls of the existing pump station.

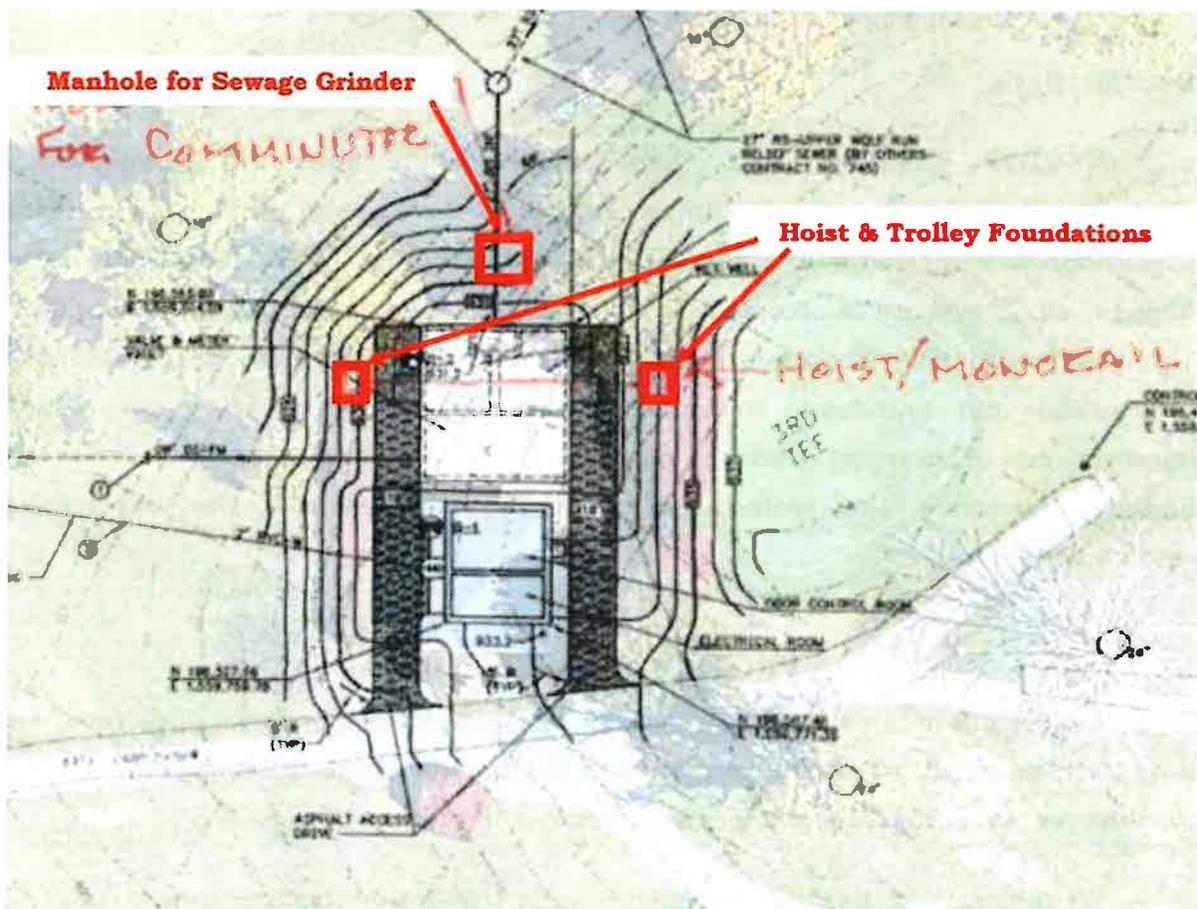


Figure 1: The proposed structures are located on the northwest, northeast, and southeast sides of the existing pump station.

Preliminary estimates of structural load were not available at the time of this report. For the purposes of this report, we have assumed that column loads will be less

than 50 kips per column. Settlement tolerances for the structures are assumed to be ¾ inches differential between columns and 1 inch total.

Preliminary grading information was not available at the time of this report. We anticipate that the site will remain at the same general grade with less than 1 foot of cut and/or fill. As previously stated, the new manhole will extend as much as 20 feet below grade.

FINDINGS

As part of our geotechnical site characterization, we observed site conditions, reviewed regional geological maps, performed a subsurface exploration, and observed the groundwater conditions. The following sections report our findings.

Site Surface Conditions

Mr. Matt Slusser, PE, with Vector Engineers, observed the surface conditions on October 25, 2022, to aid in interpreting the subsurface data and to detect conditions that could affect the project. The following is a general description of the site.

The Picadome pump station is located on the existing Picadome Golf Course off Highway US 68 on the west side of Lexington, Kentucky. The course is located in a primarily residential area with some commercial development along US 68. The existing pump station consists of a building and a concrete vault along the golf cart path. The area is surrounded by several trees and bushes. The ground around the pump station slopes down to the north and slopes up to the southwest, directing drainage toward Vaughns Branch creek, which runs along the north side of the golf course.

During a cursory observation of the existing vault and building structures, Mr. Slusser did not observe obvious indications of distress that typically indicate poor subgrade support, such as cracking in the slabs and brick veneer.



Figure 2: The existing pump station consists of a brick building and a concrete vault (Bing Maps).

Area Geology

The Geologic Map of the Lexington West Quadrangle, Kentucky, (GQ-600), published by the U.S. Geological Survey indicates the site is underlain by the lower part of the Lexington Limestone. This formation consists of several members and beds of light gray to light brownish-gray limestone. Our rock core encountered specimens that generally agree with the published geologic information. A review of the Kentucky Water Well data indicates that bedrock is likely to be encountered at depths of about 10 to 15 feet. Although the majority of nearby wells did not list a static water level, one well indicated a static water table at 31 feet deep (within the bedrock) while two other wells indicated a static water table of about 8 feet overlying the bedrock.

We reviewed the Kentucky Geological Survey (KGS) for Karst potential and closed depressions. A few closed depressions (i.e. – sinkholes) were mapped at distances greater than ½ mile but less than 1 mile from the site. We did not observe any obvious surface indications of sinkhole activity within the project boundaries; however, the site and surrounding areas have been developed and graded, thus covering signs of sinkhole activity. Two of our three borings encountered conditions that are typical of Karst features, suggesting that the site may be underlain by a Karst crevice or sinkhole. The KGS mapping of the area indicates a very high potential for solutions of the rock in the project area.

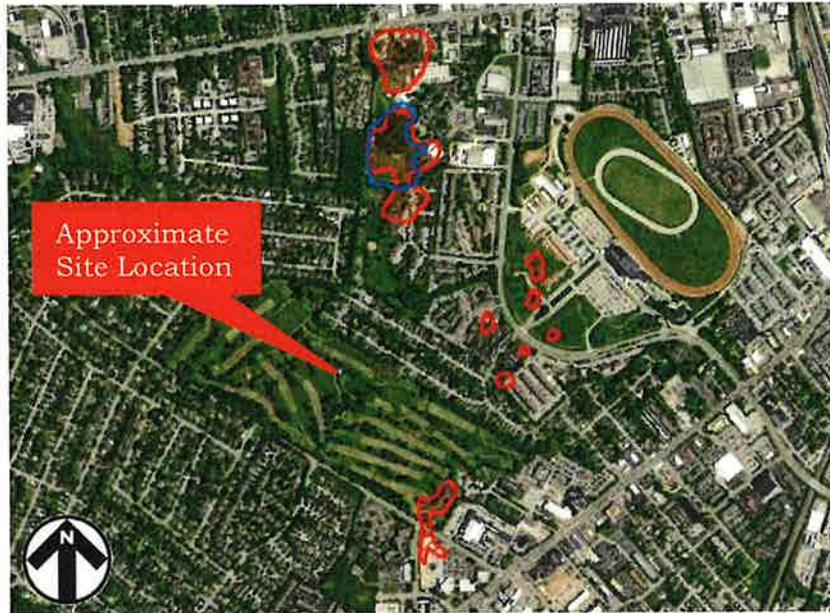


Figure 3: Several sinkholes are mapped within 1/2 mile of the pump station. The red outlines indicate KGS-mapped sinkholes while the blue outlines are LiDAR-indicated sinkholes.

Subsurface Exploration

After researching the readily available published geological information, a preliminary subsurface profile is formulated. The soil boring program is a means to substantiate the assumptions made in our preliminary profile and assist us in developing a representative subsurface profile of the site. The subsurface conditions will vary between borings thereby making the development of a representative and reliable profile dependent upon the number of borings or data points obtained during the field operations. The following discusses our interpretation of the subsurface profile on the site based on the published information and the results of our borings. The individual Boring Logs attached to this report will have specific details at the location of the boring.

Field Exploration and Laboratory Testing Methods

We drilled three borings to explore the subsurface conditions across the site. Mr. Matt Slusser, PE, directed drilling operations. The boring locations were located in the field by measuring distances from landmarks (i.e. – building corners and the edge of pavements) using a metal tape measure. Boring surface elevations were interpolated from a topographic map provided to us. Because of the methods used, the soil boring

locations shown on the Boring Location Plan and the surface elevations shown on the Boring Logs in the attachments are approximate. The stratification lines shown on the Boring Logs represent the approximate boundaries between soil or rock types. The transitions may be more gradual than shown.

We obtained soil samples using a split-barrel sampler driven by an automatic hammer assembly in general accordance with ASTM D1586. The soil samples were sealed in the field and returned to our laboratory where Mr. Slusser assigned the applicable laboratory tests. The soil samples were visually classified by Mr. Slusser according to the Unified Soil Classification System (USCS, ASTM D2487). We conducted moisture contents on several soil samples. Atterberg limits tests were performed on selected soil samples to determine the engineering properties of the soil. Unconfined compression tests on selected samples of rock specimens were performed to estimate the rock strength. The laboratory data and descriptions of these tests are included in the attachments.

The procedures used by Vector Engineers for field and laboratory sampling and testing are in general accordance with ASTM procedures and established engineering practice. A brief summary of the field and laboratory procedures is included in the attachments.

Subsurface Conditions

Beneath about 2 to 3 inches of topsoil, fill soils were encountered extending to depths ranging from 6 to 8½ feet in our borings. The fill soils generally consisted of lean clay with some crushed stone and weathered rock fragments, although some apparent concrete fragments were observed below 3½ feet in Boring B-1. Standard penetration (SPT) N-values within the stratum ranged from 18 to 75 blows per foot (bpf) with a median value of 43 bpf. The penetration values indicate very stiff to hard soil consistency. A soil plasticity test (Atterberg limits) performed on a fill soil sample from Boring B-3 indicated a liquid limit of 45 and a plasticity index of 22. Using this laboratory test and the USCS, we classified the soil sample as “CL” (a moderate plasticity clay).

Below the fill in Boring B-3, fat clay was encountered extending to a depth of 8½ feet. An SPT N-value of 27 bpf was obtained within the clay, indicating a very stiff consistency. An Atterberg limits test performed on a sample of the fat clay indicated a liquid limit of 61 and a plasticity index of 33. Using this laboratory test and the USCS, we classified the soil sample as “CH” (a moderate to high plasticity clay).

Underlying the fill and fat clay, our borings encountered native lean clay extending to refusal at depths ranging from 12½ to 20 feet. SPT N-values within the stratum ranged from 0 to 17 blows per foot (bpf) with a median value of 10 bpf, indicating that most of the clay was stiff to very stiff, with some very soft clay encountered above bedrock in Boring B-3. An Atterberg limits test performed on a soil sample from Boring B-1 indicated a liquid limit of 46 and a plasticity index of 24. Using the laboratory test, we classified the soil sample as “CL” (a moderate plasticity clay).

Borings B-1 and B-3 encountered auger refusal at a depth of about 12½ feet. Boring B-2 encountered auger refusal at a depth of 20 feet. During the drilling of Boring B-2, the augers appeared to deflect off a rock shelf, indicating that Boring B-2 likely encountered a Karst crevice within the bedrock. After encountering refusal in Boring B-2, rock coring was started and continued to a depth of 25½ feet. The rock cores consisted of thick beds of relatively continuous, gray limestone bedrock. The percentages of rock recovery were high varying from 94 to 100 percent. The rock quality designation (RQD) was 56 percent for the upper 18 inches of the bedrock and 83 percent for the final 4 feet of the core. The RQD values represent fair to good quality bedrock.

Groundwater

Groundwater was not encountered in any of the borings after soil augering. Since rock coring uses water to cool the coring bit during drilling, an accurate groundwater level reading cannot be obtained after coring.

Groundwater levels fluctuate with seasonal and cyclical climatic variations in precipitation and may be either higher or lower at other times. Typically, water conditions affecting construction projects in the site area are related to trapped or perched water which occurs in irregular, discontinuous locations within the soil overburden, or near the soil/rock interface. When these water bearing strata are

exposed in excavations, such as cut slopes, utility or footing trenches, they can produce widely varying seepage durations and rates depending on recent rainfall activity and other site specific characteristics of the area. These perched water sources are often not linked to the more continuous relatively stable groundwater table that typically occurs at greater depths. In Karst areas, the static groundwater table is typically well below the rock surface. Considering that two nearby wells indicate perched water above the bedrock and the KGS mapping indicated two springs at the golf course, the contractor should be prepared to pump water out of the excavation during construction, if necessary.

DISCUSSION

Based on the results of our borings and our understanding of the proposed project, we believe the project site is suitable for the proposed structures. However, the Karst conditions at this site represent a significant geotechnical challenge and financial impact to the proposed development. The following subsections provide additional details and discuss other geotechnical concerns.

Karst Topography

All areas underlain by potentially soluble rock (i.e. – limestone or dolomite) are at some risk due to solution and sinkhole activity. As previously stated, the Kentucky Geological Survey rated the site with a very high risk of sinkhole development based on the underlying rock formation. Based on the very soft clay encountered above bedrock in Boring B-3 and the increased depth to bedrock in Boring B-2, we believe that there may be a Karst crevice located on the northeast side of the existing pump station (near the proposed manhole). Therefore, we believe the risk of further Karst activity at this site is high.

Solution features that are in the process of forming a soil drop-out or sinkhole represent a risk to the project because they are difficult to detect. If these features remain undetected or untreated, they may develop deposits of soft soils over time which could experience settlement under the loading of the new building or fill. Solution features tend to present themselves as solution trenches or chains of connected

sinkholes rather than large, isolated sinkholes. Typically, solution features are encountered during mass grading and/or underground utility construction. Based on the KGS sinkhole mapping, the site is close to an apparent chain of sinkholes.

Sinkholes encountered during site development can be repaired; however, the cost of these repairs cannot be accurately estimated before construction. When sinkholes are encountered, the common practice is to excavate all of the soil from within the solution feature down to hard bedrock. Several methods are available to repair the solution feature at this point. The two most common methods of remediation are a concrete plug or an inverted filter. An engineering evaluation of each encountered sinkhole should be performed to assess the proper remediation procedures.

Since the manhole for the sewage grinder may extend as deep as 20 feet, we anticipate that the manhole excavation will likely extend to, or beyond, the bedrock surface. We recommend that the excavation extend down to the bedrock surface to observe the bedrock surface for Karst features. If encountered, these Karst features can then be remediated during construction to reduce the risk of damage to the proposed structure due to Karst activity. The excavation of the soil should be monitored by a geotechnical engineer to provide recommendations for remediation of any Karst features encountered.

Refusal Depths and Rock Excavations

As previously stated, we anticipate bedrock will be encountered during excavation for the sewage grinder manhole. Our experience indicates the rock surface at this site will likely be irregular and pinnacled. Rock may be encountered at elevations both higher and lower than indicated by the borings.

The information collected during our exploration suggests the limestone layers that the upper 18 inches of the limestone is likely to be fractured. Therefore, we believe that excavations of less than about 1 to 2 feet of bedrock can be performed with mechanical means. However, we anticipate that a hoe ram will be required to remove the more resistant rock that is likely to be encountered below. We anticipate that blasting may not be desirable due to the proximity to the existing pump station.

Undocumented Fill

We suspect the site may have undocumented fill and therefore has inherent risks of detrimental differential settlement. In this section, we explain the risks associated with undocumented fill and then provide an opinion on the risks based on the finding of our three borings.

General Risks Associated with Undocumented Fill

Whenever undocumented fill is encountered, there is a risk of differential settlement, which could result in differential settlement of the foundations, cracked floor slabs, or depression/dip in pavements. Undocumented fills often contain deleterious or miscellaneous materials that may decay over time, causing subsidence at the surface. Also, undocumented fills can contain zones of less compact materials which will settle under their weight or new loading.

A Site-Specific Opinion on the Risks of Differential Settlement for Undocumented Fill

A few concrete and weathered rock/crushed stone fragments were encountered in our borings, suggesting the upper 6 to 8½ feet of soil may be fill material. In our borings, the lean clay fill was free of large deposits of debris or deleterious organic material. The SPT N-values were consistent with the expected values for compacted structural fill. However, the fill material contained materials that are not typical of structural fill (concrete fragments).

Only three borings were completed at the site. There is potential that buried debris and deleterious material may be located between our borings. However, the existing building appeared to be performing satisfactorily. Based on our observations, we believe that the on-site soils are generally suitable to support the proposed structures; however, there is a small risk future differential settlement may occur. We recommend that the foundation bearing material is evaluated by a geotechnical engineer at the time of construction using hand auger borings and a dynamic cone penetrometer (DCP).

High Plasticity Clays

High plasticity clay soil (classified as CH according to the USCS) was encountered in our borings. Based on empirical correlations with soil plasticity index, these plastic clays found on-site are moderately susceptible to volume change with variations in moisture content. However, the high plasticity clay was encountered deeper than 5 feet deep where moisture fluctuations are small, and shrink/swell is not a concern. Construction planning should minimize the exposure of these soils to excessive wetting or drying. These materials are suitable for use as fill provided the soil moisture contents are stringently controlled in the field.

Site Degradation During Construction

The on-site soils exhibit moderate to high plasticity and are sensitive to changes in moisture content. These soils will pump and rut during wet conditions. If grading operations are performed during periods of wet weather, these materials will not perform satisfactorily during proofrolling. If soft or wet soils are encountered during the proofrolling observations, we recommend that the area be undercut to firm native soils or stabilized in-place. An alternative to wasting the wet clay soils is to temporarily stockpile this material for aeration and proper placement during drier conditions.

LIMITATIONS OF RECOMMENDATIONS

This report has been prepared for the exclusive use of Strand Associates for specific application to the project site. Our recommendations have been prepared using generally accepted standards of geotechnical engineering practice in the Commonwealth of Kentucky. No other warranty is expressed or implied. This company is not responsible for the conclusions, opinions, or recommendations of others based on these data. Additionally, our conclusions and recommendations are based on the information provided to us, the data obtained from our subsurface exploration, and our experience. They do not reflect variations in the subsurface conditions which are likely to exist between borings and in unexplored areas of the site. These variations result from the geologic variability of the subsurface conditions. If conditions are different than those encountered in our exploration, it will be necessary for us to re-evaluate our conclusions and recommendations based upon on-site observation of the conditions. For more

information on the use and limitations of this report, please read the GBA document included in the attachments.

If the overall design or location of the project is changed, the recommendations contained in this report must not be considered valid unless our firm reviews the changes and our recommendations are modified. When the design is finalized, we should be allowed to provide the additional service of reviewing the grading plan and applicable portions of the project specifications. This review will allow us to check whether these documents are consistent with the intent of our recommendations.

We may recommend that a supplementary exploration be performed when significant design changes such as the movement of the project are incorporated into the final design after the geotechnical exploration has been completed. This supplementary exploration may include obtaining additional soil data along the new alignment to provide specific recommendations.

RECOMMENDATIONS

Earthwork

Since a grading plan was not supplied to us at the time of this report preparation, our preliminary grading estimates suggest less than 1 foot of cut or fill will be required to achieve a final grade. However, an excavation of about 20 feet will be required for the sewage grinder manhole.

Stripping

Topsoil and debris should be stripped to prepare the site for construction. The stripping should extend 5 feet outside of the pavement and building areas. Abandoned buried utilities and utility trench backfill should also be removed. Vector's representative should observe site stripping as previously unexplored or unknown conditions could become evident during these operations. Vector should be contacted if unusual or unexpected subsurface conditions (i.e. – such as buried underground structures) are encountered during stripping operations.

Subgrade Evaluation (Proofrolling)

After stripping, the subgrade should be evaluated by a geotechnical engineer. Typically, the subgrade is evaluated by observing proofrolling. Proofrolling consists of applying repeated passes (2 to 3 passes) on the subgrade with a fully loaded dump truck or similar rubber-tired vehicle. Any materials judged to deflect excessively under the wheel loads should be undercut to more stable soils or stabilized in-place before placing fill. However, considering the small areas and deep excavations, we anticipate that proofrolling will not be feasible for this site. Therefore, the subgrade should be evaluated using hand tools such as probe rods, hand augers, and/or a dynamic cone penetrometer (DCP).

Structural Fill Placement

The following section applies to most soil fill placement including clay, silt, fine sand, clayey or silty sand. It is also applicable to densely graded aggregate (DGA) crushed stone. However, it does not apply to an open-graded stone such as No. 57, No. 23, and shot rock fill.

After subgrade evaluation, fill areas may be brought to the planned subgrade elevations with structural fill. Ideally, the structural fill is defined as inorganic natural soil with maximum particle sizes of 3 inches and a maximum dry density of at least 95 pounds per cubic foot (pcf) when tested by the standard Proctor method (ASTM D698). Limit the fill materials to a Plasticity Index less than 35. The on-site soils meet this criteria, provided they do not contain large pieces of miscellaneous debris and/or rock.

Structural fill should be placed in relatively thin (6 to 8-inch) layers and compacted to at least 95 percent of the soil's maximum dry density as determined by the standard Proctor compaction test. Additionally, the moisture content of the fill material should be maintained within 2 to 3 percent of its standard Proctor optimum moisture content depending upon the results of the Proctor tests. If any new fill will come from an off-site borrow source, the fill source should be tested and approved by a geotechnical engineer before it is allowed to be used as fill.

Field Density Testing

In-place density testing must be performed as a check that the previously recommended compaction criteria (density and moisture) have been achieved. This allows our project engineer to monitor the quality of the fill construction and verify that the design criteria are being achieved in the field. The performance of slabs-on-grade will depend directly on the quality of the fill construction. The testing frequency for density tests performed on a full-time basis can be determined by our personnel based on the area to be tested, the grading equipment used, and the construction schedule. Tests should be performed at vertical intervals of at least one-foot as the fill is being placed. We recommend that an engineering technician working under the direction of our project geotechnical engineer perform the density tests.

Crushed Stone Fill Placement:

The following section is applicable to open graded crushed stone fill placement. Examples of applicable crushed stone gradations are No.57, No. 2, No. 3, No. 8. These fill sources generally have less than 10 percent fines (material passing a number 200 sieve – clay and silt). These gradations of crushed stone typically compact with less effort than soil fill; however, they must be compacted. Density testing by a nuclear density gauge is typically not applicable to these materials. This section is not applicable to densely graded aggregate (DGA) crushed stone which should be compacted as recommend for soil fill.

After subgrade evaluation/preparation, fill areas may be brought to the design subgrade levels with structural fill. We have assumed the fill borrow source will be crushed stone. If shot rock or a non-KYTC material is selected, the borrow source should be evaluated for adequacy.

We recommend that the open graded granular fill must be clean (less than 10% fines). Crushed stone from a reputable quarry will meet this criterion. Crushed stone from shot rock containing between 8 to 15 percent fines may be used at depth greater than 3 feet and at least 10 feet behind the crest of the slope. Crushed stone containing more than 15 percent fines should not be used as structural fill. The following criteria are recommended for crushed stone or shot-rock fill construction:

- The subgrade must be free of ponded water and stable prior to and during crushed stone fill placement. The site should have been stripped and prepared in accordance with our previous recommendations.
- Adequate compaction of the open graded stone fill normally requires four to six passes of heavy construction equipment on the fill surface. Typically, the equipment used consists of bulldozers and dump trucks.

Monitoring of crushed stone placement must be done visually by an experienced geotechnician working closely with our senior geotechnical engineer. Placement of these materials is a blend of art and science, the experience of the equipment operators, and testing personnel are crucial to achieving the desired performance from the fill. Each lift should be compacted, observed and tested by a geotechnical technician, and approved before additional lifts are placed. Ultimately, approval of each lift will be based on the judgment of the geotechnical engineer based on all of the following criteria:

- Compliance with lift thickness guidelines
- Gradation of material throughout the lift
- Adequate and uniform compactive effort by the contractor
- Performance of the lift under construction traffic
- Intensity of construction traffic on each lift (e.g. is equipment traversing the entire width of the lift)
- Moisture content
- Field Density test results (if applicable)

Foundations

The site is generally suitable for shallow foundations to support the proposed structures. However, we recommend that detailed bearing soil observation is performed at the proposed soil-bearing foundation locations to evaluate the suitability of the soil. We recommend the use of a maximum allowable net soil bearing pressure of 3,000 psf (pounds per square foot) to size footings bearing on stiff or better soil.

We believe that the proposed sewage grinder manhole will bear on the underlying bedrock. Due to the likelihood of Karst activity within the manhole footprint, we highly recommend that all foundations bear directly on bedrock. If a Karst feature is encountered beneath the manhole, the manhole must be remediated and the manhole

can bear on the remediation. Detailed Karst recommendations will be provided during construction once the rock surface is exposed.

For foundations bearing directly on bedrock, we recommend the use of a maximum allowable net rock bearing pressure of 5,000 psf (pounds per square foot) to size foundations. Foundation excavations will require overburden removal with a normal backhoe exerting normal force to remove the loose material. Aggressive excavation, such as hoe ramming, should be avoided within the foundation excavations as much as practical. The bedrock beneath the foundations must be observed by a geotechnical engineer before the foundation concrete is poured.

The exterior foundations should be designed with a minimum 30-inch embedment to protect against frost heave. However, the 30-inch frost heave embedment requirement may be waived by the structural engineer for foundations bearing on bedrock. We also recommend foundations have a minimum footing width of 24 inches to lessen the risk of differential settlement and to reduce the risk of punching failure. This footing width also allows for entry into the excavation to remove loose debris and for placement of the reinforcing steel. Reinforcing steel should be clean and dry prior to concrete placement.

If possible, we recommend that foundation drains be installed to help remove water from around the foundations. The foundation drains should daylight or be tied to the stormwater drainage system to aid in removing any water which accumulates around the foundations.

Floor Slab

We anticipate the existing bedrock and/or sinkhole remediation will be supporting the slab-on-grade floor of the manhole. We recommend a k-value (modulus of subgrade reaction) of 150 pounds per cubic inch (pci) be used in determining the slab thickness. However, the slab should have a minimum thickness of 4 inches and be reinforced to bridge over areas of differential support.

We recommend a 6-inch thick (minimum) layer of compacted, well-graded crushed stone directly beneath the slab to enhance support and provide a working base

for the construction of the floor slab. The crushed stone should be moist, but not wet, as the concrete is placed to reduce curling of the slab as the concrete cures.

Lateral Earth Pressures

Manhole and pit walls are typically restrained at the top against rotation by the upper slab and corners. As such, the walls for the sewage grinder manhole should be designed for the at-rest condition. The table lists our recommended earth pressure coefficients and equivalent lateral earth pressures. These values assume on-site soils or Kentucky Transportation Cabinet (KYTC) 57 stone will be used as backfill, the backfill surface will be level, no surcharge loads will be applied, and adequate drainage is present behind the wall to prevent the build-up of hydrostatic pressure. Drainage can be provided by including a minimum 2-foot wide zone behind the wall consisting of No. 57 stone. The stone should be separated from the soil by KYTC Type II non-wovne geotextile fabric. A perforated pipe should be included at the base of the stone backfill to channel the water collected to a suitable discharge point. The stone backfill should be capped with at least 12 inches of clay over the geotextile to retard surface water infiltration into the backfill zone. If the water behind the wall cannot be drained, then the design should include the appropriate hydrostatic pressure. Based on the nearby wells that indicated a static, perched water table encountered about 3 feet above bedrock, it would be prudent to consider hydrostatic pressure to a height of 3 feet above the top of bedrock if the backfill is not drained.

Table 1: Lateral Earth Pressure Coefficients

Backfill Material	Effective Soil Friction Angle	Unit Weight (pcf)	At-Rest Lateral Earth Pressure Coefficient K_0	Equivalent Fluid Pressure (psf)
Soil Backfill	22°	125	0.6	75
Gravel Backfill	36°	115	0.4	50

Valediction

Vector Engineers, Inc. appreciates the opportunity to provide you with these geotechnical services. Should you have questions or require any additional information, please contact us.

Respectfully submitted,
VECTOR ENGINEERS, INC.



Matthew J. Slusser, PE
Geotechnical Manager
Licensed Kentucky 32059



W. Robert Folsom, PE
Chief Engineer

Attachments:

- GBA - Important Information about This Geotechnical-Engineering Report
- Site Location Map
- Aerial Photograph
- Boring Location Aerial
- Boring Location Plan
- Boring Logs
- Field Testing Procedures
- Laboratory Data Summary
- Atterberg Limits
- Laboratory Testing Procedures

Important Information about This

Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

The Geoprofessional Business Association (GBA) has prepared this advisory to help you – assumedly a client representative – interpret and apply this geotechnical-engineering report as effectively as possible. In that way, clients can benefit from a lowered exposure to the subsurface problems that, for decades, have been a principal cause of construction delays, cost overruns, claims, and disputes. If you have questions or want more information about any of the issues discussed below, contact your GBA-member geotechnical engineer. Active involvement in the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project.

Geotechnical-Engineering Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a given civil engineer will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. *Those who rely on a geotechnical-engineering report prepared for a different client can be seriously misled.* No one except authorized client representatives should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one – not even you – should apply this report for any purpose or project except the one originally contemplated.*

Read this Report in Full

Costly problems have occurred because those relying on a geotechnical-engineering report did not read it *in its entirety*. Do not rely on an executive summary. Do not read selected elements only. *Read this report in full.*

You Need to Inform Your Geotechnical Engineer about Change

Your geotechnical engineer considered unique, project-specific factors when designing the study behind this report and developing the confirmation-dependent recommendations the report conveys. A few typical factors include:

- the client's goals, objectives, budget, schedule, and risk-management preferences;
- the general nature of the structure involved, its size, configuration, and performance criteria;
- the structure's location and orientation on the site; and
- other planned or existing site improvements, such as retaining walls, access roads, parking lots, and underground utilities.

Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes – even minor ones – and request an assessment of their impact. *The geotechnical engineer who prepared this report cannot accept responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.*

This Report May Not Be Reliable

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, that it could be unwise to rely on a geotechnical-engineering report whose reliability may have been affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. *If your geotechnical engineer has not indicated an "apply-by" date on the report, ask what it should be, and, in general, if you are the least bit uncertain about the continued reliability of this report, contact your geotechnical engineer before applying it.* A minor amount of additional testing or analysis – if any is required at all – could prevent major problems.

Most of the "Findings" Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site's subsurface through various sampling and testing procedures. *Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing were performed.* The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgment to form opinions about subsurface conditions throughout the site. Actual site-wide-subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team from project start to project finish, so the individual can provide informed guidance quickly, whenever needed.

This Report's Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, *they are not final*, because the geotechnical engineer who developed them relied heavily on judgment and opinion to do so. Your geotechnical engineer can finalize the recommendations *only after observing actual subsurface conditions* revealed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. *The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.*

This Report Could Be Misinterpreted

Other design professionals' misinterpretation of geotechnical-engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a full-time member of the design team, to:

- confer with other design-team members,
- help develop specifications,
- review pertinent elements of other design professionals' plans and specifications, and
- be on hand quickly whenever geotechnical-engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction observation.

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical-engineering report, along with any attachments or appendices, with your contract documents, *but be certain to note conspicuously that you've included the material for informational purposes only*. To avoid misunderstanding, you may also want to note that "informational purposes" means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report, but they may rely on the factual data relative to the specific times, locations, and depths/elevations referenced. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, *only from the design drawings and specifications*. Remind constructors that they may

perform their own studies if they want to, and *be sure to allow enough time* to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely*. Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a "phase-one" or "phase-two" environmental site assessment – differ significantly from those used to perform a geotechnical-engineering study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated subsurface environmental problems have led to project failures*. If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. As a general rule, *do not rely on an environmental report prepared for a different client, site, or project, or that is more than six months old*.

Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

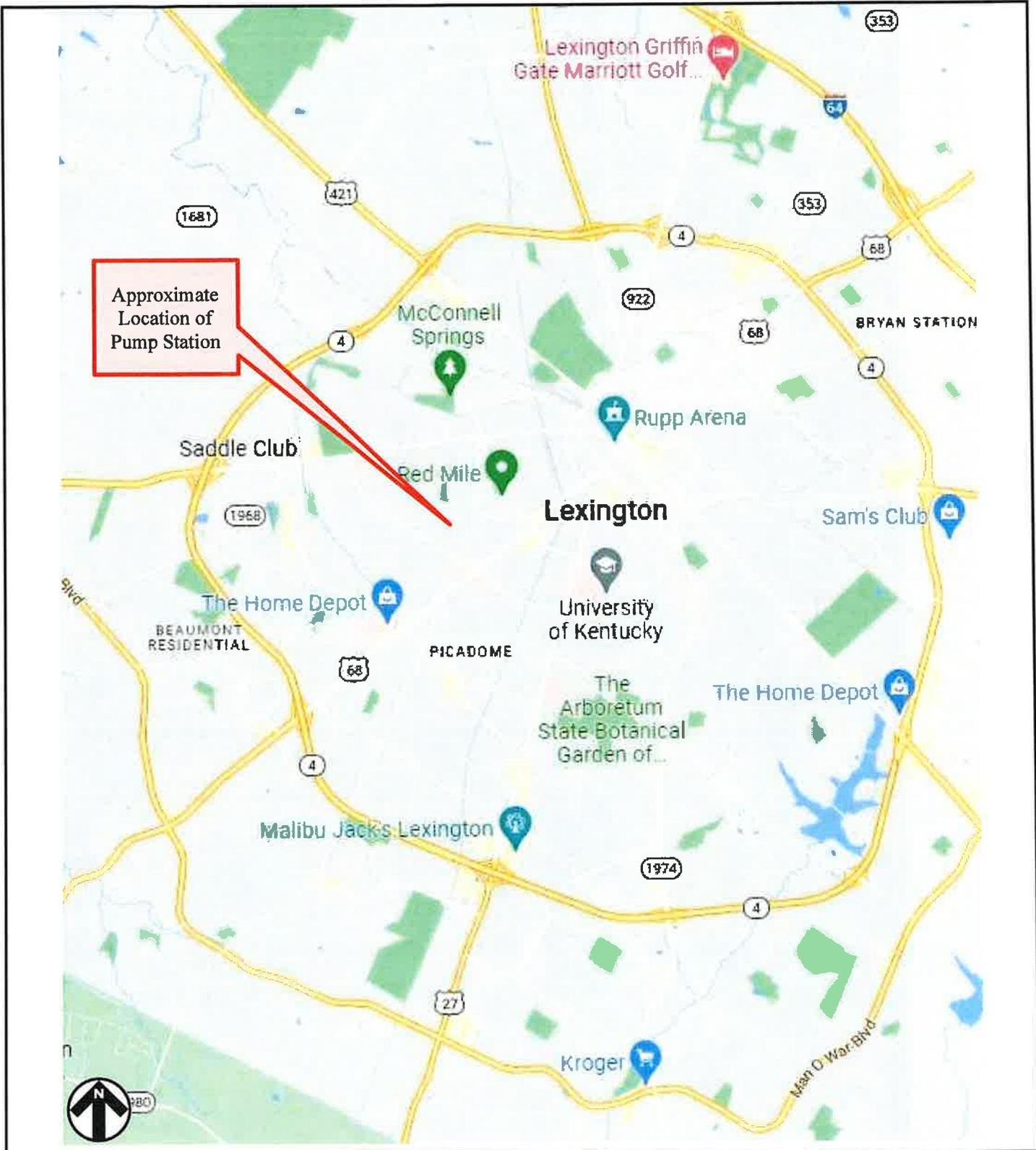
While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, none of the engineer's services were designed, conducted, or intended to prevent uncontrolled migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, *proper implementation of the geotechnical engineer's recommendations will not of itself be sufficient to prevent moisture infiltration*. Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. *Geotechnical engineers are not building-envelope or mold specialists*.



Telephone: 301/565-2733

e-mail: info@geoprofessional.org www.geoprofessional.org

Copyright 2016 by Geoprofessional Business Association (GBA). Duplication, reproduction, or copying of this document, in whole or in part, by any means whatsoever, is strictly prohibited, except with GBA's specific written permission. Excerpting, quoting, or otherwise extracting wording from this document is permitted only with the express written permission of GBA, and only for purposes of scholarly research or book review. Only members of GBA may use this document or its wording as a complement to or as an element of a report of any kind. Any other firm, individual, or other entity that so uses this document without being a GBA member could be committing negligent



Strand Associates



**Picadome Pump Station
Site Location Map
Lexington, Kentucky
Project 22050145SHE**



Strand Associates

 **VECTOR ENGINEERS, INC**
GEOTECHNICAL • MATERIALS • GEOSCIENCES
A SUBSIDIARY OF DTL ENGINEERING, INC

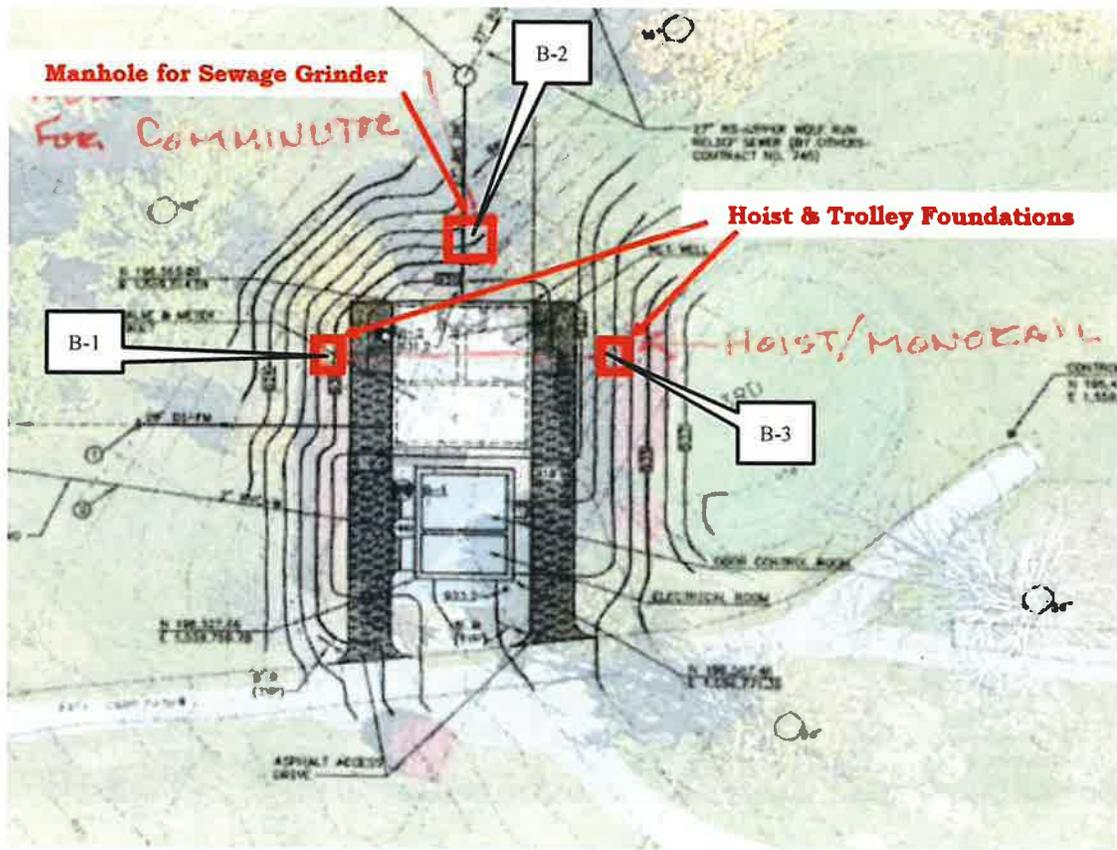
Picadome Pump Station
Site Location Aerial
Lexington, Kentucky
Project 22050145SHE



Strand Associates

VECTOR ENGINEERS, INC
GEOTECHNICAL · MATERIALS · GEOSCIENCES
A SUBSIDIARY OF ETL ENGINEERING, INC

**Picadome Pump Station
Boring Location Aerial**
Lexington, Kentucky
Project 22050145SHE



Strand Associates

VECTOR ENGINEERS, INC
 GEOTECHNICAL • MATERIALS • GEOSCIENCES
 A SUBSIDIARY OF CTL ENGINEERING, INC.

Picadome Pump Station
Boring Location Plan
 Lexington, Kentucky
 Project 22050145SHE

TEST BORING RECORD

CLIENT : Strand Associates, Inc.
 PROJECT : Picadome Pump Station
 LOCATION : Lexington, KY
 PROJECT NO. : 22050145SHE

BORING NO.: B-1
 SHEET 1 OF 1
 DATE STARTED : 10-25-22
 DATE COMPLETED : 10-25-22

BORING ELEVATION : <u>929.0 Feet</u>	BORING METHOD : <u>4" SFA</u>	HAMMER : <u>Automatic</u>
LOCATION : <u>Northwest hoist foundation</u>	RIG TYPE : <u>CME - 550X</u>	DRILLER : <u>Strata - Adam</u>
DEPTH : <u>12.1 Feet</u>	CASING DIA. : _____	TEMPERATURE : <u>70s</u>
	CORE SIZE : _____	WEATHER : <u>Cloudy</u>

GROUNDWATER: Encountered at At completion Dry Delayed Reading Caved in at

STRATUM ELEVATION	SAMPLE DEPTH	SOIL/MATERIAL DESCRIPTION	STRATUM DEPTH	SAMPLE NUMBER	SPT per 6"	BLOWS per 12" (N)	RECOVERY (in)	MOISTURE CONTENT	TOTAL UNIT WEIGHT pcf	UNCONF. COMP., ksf	ATTERBERG LIMITS			
											LL	PL	PI	
928.8		TOPSOIL (2 inches)	0.2	SS-1	29	69	11							
		FILL - HARD, dark grayish brown, LEAN CLAY (CL) with weathered rock fragments, moist to dry		SS-2	30	63	14							
925.5			3.5		28									
	5	FILL - HARD, brown LEAN CLAY (CL) with concrete fragments, moist to dry		SS-3	4	75	14							
					35									
					40									
920.5			8.5	SS-4	4	45	13							
					18									
					27									
	10	VERY STIFF, dark brown LEAN CLAY (CL) with chert fragments, moist		SS-5	8	17	18	16			46	22	24	
					8									
					9									
916.5		Auger refusal at 12 feet	12.5											
	15													
	20													
	25													



BORING METHOD	SAMPLING METHOD	ABBREVIATIONS
HSA - Hollow Stem Auger	SS - Split Spoon Sample	* - Hand Penetrometer
SFA - Solid Flight Auger	ST - Shelby Tube Sample	LL - Liquid Limit
RC - Rock Coring	CR - Rock Core Sample	PL - Plastic Limit
MD - Mud Drilling	BS - Bag Sample	PI - Plasticity Index
WD - Wash Drilling		SPT - Standard Penetration Test
HA - Hand Auger		

OLD TEST BORING/PIT RECORD BORINGS 1 - 3.GPJ NEW CTL.GDT 12/19/22

TEST BORING RECORD

CLIENT : Strand Associates, Inc.
 PROJECT : Picadome Pump Station
 LOCATION : Lexington, KY
 PROJECT NO. : 22050145SHE

BORING NO. : **B-3**
 SHEET 1 OF 1
 DATE STARTED : 10-25-22
 DATE COMPLETED : 10-25-22

BORING ELEVATION : 933.0 Feet
 LOCATION : Southeast hoist foundation
 DEPTH : 12.5 Feet

BORING METHOD : 4" SFA
 RIG TYPE : CME-550X
 CASING DIA. :
 CORE SIZE :

HAMMER : Automatic
 DRILLER : Strata - Adam
 TEMPERATURE : 70s
 WEATHER : Partly Sunny

GROUNDWATER: Encountered at At completion Dry Delayed Reading Caved in at

STRATUM ELEVATION	SAMPLE DEPTH	SOIL/MATERIAL DESCRIPTION	STRATUM DEPTH	SAMPLE NUMBER	SPT per 6"	BLOWS per 12" (N)	RECOVERY (in)	MOISTURE CONTENT	TOTAL UNIT WEIGHT pcf	UNCONF. COMP., ksf	ATTERBERG LIMITS			
											LL	PL	PI	
932.7		TOPSOIL (3 inches)	0.3	SS-1	10	24	4							
		POSSIBLE FILL - VERY STIFF, brown LEAN CLAY (CL) with some weathered rock fragments with oxide nodules, moist		SS-2	12	23	18	20			45	23	22	
929.5			3.5											
	5	POSSIBLE FILL - VERY STIFF, brown FAT CLAY (CH) with some weathered rock fragments and oxide nodules, moist		SS-3	8	26	18							
927.0			6.0											
		VERY STIFF, brown FAT CLAY (CH) with chert, moist		SS-4	6	27	15	27			61	28	33	
924.5			8.5											
	10	VERY SOFT, dark brown LEAN CLAY (CL) moist to damp		SS-5	2	0	19							
920.5		Auger refusal at 12.5 feet	12.5											
	15													
	20													
	25													



BORING METHOD	SAMPLING METHOD	ABBREVIATIONS
HSA - Hollow Stem Auger	SS - Split Spoon Sample	* - Hand Penetrometer
SFA - Solid Flight Auger	ST - Shelby Tube Sample	LL - Liquid Limit
RC - Rock Coring	CR - Rock Core Sample	PL - Plastic Limit
MD - Mud Drilling	BS - Bag Sample	PI - Plasticity Index
WD - Wash Drilling		SPT - Standard Penetration Test
HA - Hand Auger		

OLD TEST BORING/PIT RECORD BORINGS 1 - 3.GPJ NEW/CTL_GDT 12/9/22

FIELD TESTING PROCEDURES

Vector Engineers performs field tests in general accordance with the American Society for Testing and Materials (ASTM). These procedures are generally recognized as the basis for uniformity and consistency of test results in the geotechnical engineering profession. All work is initiated and supervised by qualified geotechnical professionals.

Subsequent portions of this attachment briefly describe of our field testing procedures. Where applicable, we have referenced these procedures to ASTM standards which contain specific descriptions of apparatus, procedures, reporting, etc.

SOIL TEST BORING, ASTM D-1586

The borings were made with a hollow-stem auger powered by a drill rig. At regular intervals, soil samples were obtained through the hollow augers with a standard 1.4-inch I.D., 2.0-inch O.D. split-tube sampler.

The sampler was initially seated 6 inches to penetrate any loose cuttings; then driven an additional foot with blows of a 140-pound hammer falling 30 inches. The number of hammer blows required to drive the sampler the final foot was recorded and is designated as the *standard penetration resistance (SPT N-value)*. Penetration resistance, when properly evaluated, is an index to soil consistency and strength.

In the field, our geotechnical professional logged and described the samples as they were obtained. Representative portions of each soil sample were labeled and sealed, then transported to our laboratory. The samples were examined by a graduate geotechnical engineer or geologist to visually check the field descriptions. Boring data, including sample intervals, penetration resistances, soil descriptions, and groundwater levels are shown on the attached Test Boring Records.

AUGER REFUSAL MATERIALS

Auger refusal is a term that describes subsurface materials sufficiently competent to prevent further penetration by our drilling augers. Our criterion for auger refusal is the inability of our drill rig to advance the augers with 300 psi down pressure. Typically, refusal materials exhibit penetration resistances in excess of 100 blows per foot. Refusal materials can be hard cemented soil, soft weathered rock, coarse gravel or boulders, rubble or other hard debris, thin rock seams, or the upper surface of sound, continuous rock. Core drilling procedures are required to determine the character and continuity of refusal materials.

FIELD TESTING PROCEDURES

CORRELATION OF STANDARD PENETRATION RESISTANCE WITH RELATIVE COMPACTNESS AND CONSISTENCY

Sand and Gravel

Standard Penetration Resistance
Blows/Foot

0-4
5-10
11-20
21-30
31-50
Over 50

Relative Compactness

Very Loose
Loose
Firm
Very Firm
Dense
Very Dense

Silt and Clay

Standard Penetration Resistance
Blows/Foot

0-2
3-4
5-8
9-15
16-30
31-50
Over 50

Consistency

Very Soft
Soft
Firm
Stiff
Very Stiff
Hard
Very Hard

FIELD TESTING PROCEDURES

ROCK CORING, ASTM D-2113

After we encountered refusal to the power auger, refusal materials were cored using a diamond-studded bit fastened to the end of a hollow tube core barrel. This device was rotated at high speed by the drill rig, and the cuttings were brought to the surface by circulating water. Core samples of the materials penetrated were protected and retained in the swivel-mounted inner tube of the core barrel. Upon completion of each coring "run", the core barrel was brought to the surface and the samples removed and placed in core boxes. The samples were logged in the field by the driller, then returned to the laboratory.

At the laboratory, the rock's relative hardness, percent recovery, and rock quality designation were determined by a geotechnical engineer or geologist. Criteria for defining hardness are listed below

Recovery is the ratio of the sample length obtained to the length of core run, expressed as a percent. The percent recovery is related to rock soundness and continuity. Rock descriptions and recoveries are shown on the Test Boring Records. The NQ size designates a bit that obtains rock cores $1\frac{7}{8}$ inches in diameter.

The rock quality designation (RQD) is also a way of describing the rock soundness and continuity. RQD is the ratio of the sum of the lengths of rock pieces 4 or more inches long to the length of the core run expressed as a percent. Rock described as a function of RQD is as follows:

FIELD TESTING PROCEDURES

RELATIVE HARDNESS OF ROCK

Very Soft	Pieces 1 inch or more in thickness can be broken by finger pressure; can be scratched readily by fingernail
Soft	May be broken with fingers.
Medium	May be scratched with a nail; corners and edges may be broken with fingers.
Moderately Hard	Moderate blow of hammer required to break the sample.
Hard	Hard blow of hammer required to break the sample.
Very Hard	Several hard blows of hammer required to break the sample.

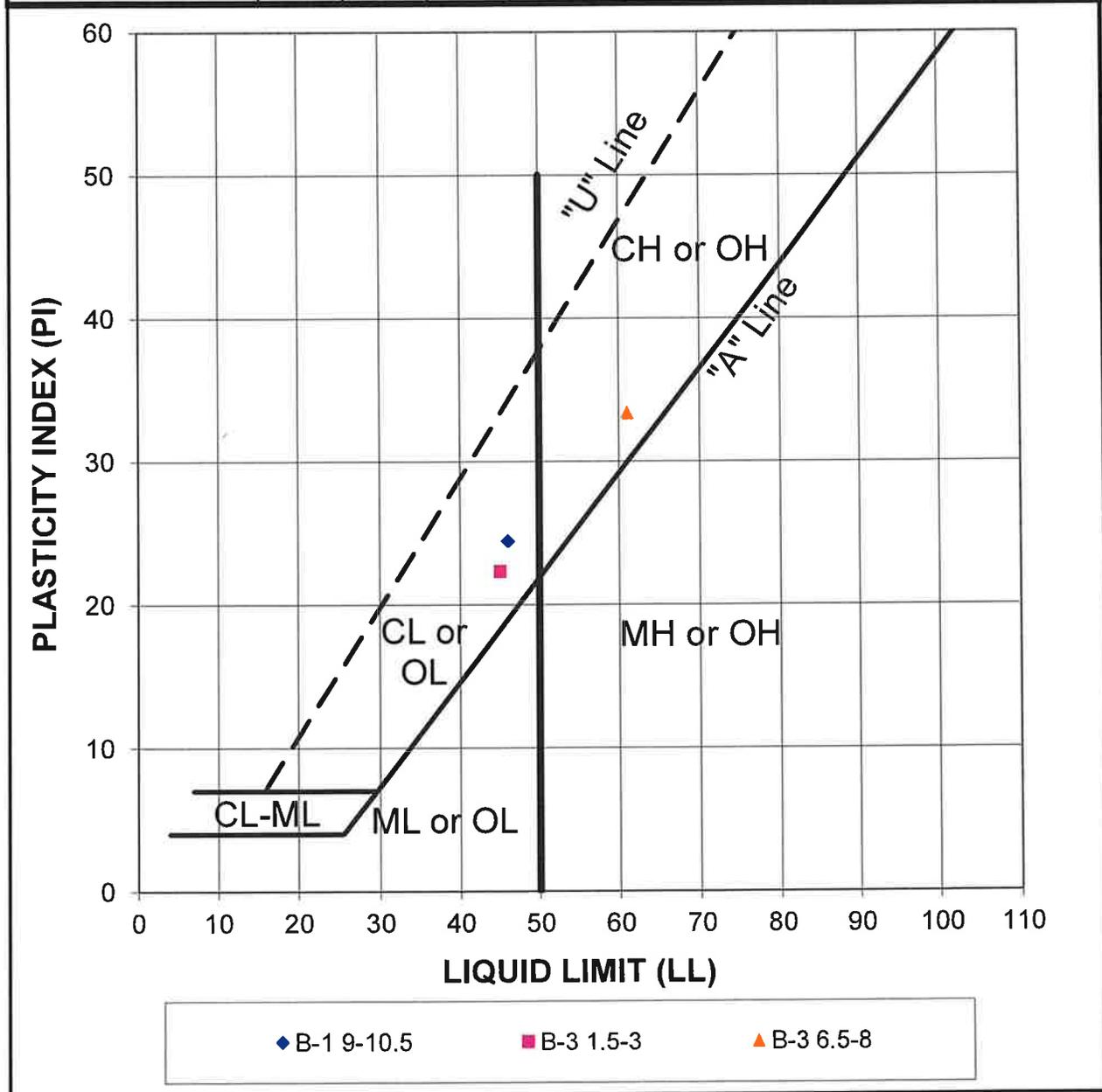
RELATIVE QUALITY OF ROCK CORES

<u>Quality:</u>	<u>RQD:</u>
Very Poor	0 to 25%
Poor	25 to 50%
Fair	50 to 75%
Good	75 to 90%
Excellent	90 to 100%

Atterberg Limits (ASTM D4318)

PROJECT NAME: <u>Picadome Pump Station</u>	PROJECT NO.: <u>22.05.0145.SHE</u>
SAMPLE RECEIVED: <u>11/11/22</u>	TECHNICIAN: <u>HT</u>
TEST DATE: <u>11/16/22</u>	REVIEWED BY: <u>Chief</u>
METHOD: <u>Multipoint</u>	REPORT DATE: <u>11/17/22</u>

Sample ID / Location	Depth	LL	PL	PI	Moist, %	Est. % retained on No. 40 sieve	Classification - Description
B-1	9-10.5	46	22	24	15.9	30	Dark brown, lean clay (CL)
B-3	1.5-3	45	23	22	20.1	5-10	Brown, lean clay (CL)
B-3	6.5-8	61	28	33	26.7	<5	Brown, fat clay (CH)



LABORATORY TESTING PROCEDURES

The laboratory tests are performed in general accordance with the American Society for Testing and Materials (ASTM). These procedures are generally recognized as the basis for uniformity and consistency of test results in the geotechnical engineering profession. The tests are performed by skilled technicians trained in ASTM procedures. The laboratory equipment is well maintained and calibrated at least yearly.

Subsequent portions of this attachment present briefly describe of our testing procedures. Where applicable, we have referenced these procedures to ASTM standards which contain specific descriptions of apparatus, procedures, reporting, etc.

MOISTURE CONTENT DETERMINATION, ASTM D-2216

The moisture content of soils is an indicator of various physical properties, including strength and compressibility. Selected samples obtained during exploratory drilling were taken from their sealed containers. Each sample was weighed and then placed in an oven heated to $110^{\circ}\text{C} \pm 5^{\circ}$. The sample remained in the oven until the free moisture had evaporated. The dried sample was removed from the oven, allowed to cool, and reweighed. The moisture content was computed by dividing the weight of evaporated water by the weight of the dry sample. The results are expressed as a percent.

UNIT WEIGHT DETERMINATIONS

Soil or rock core samples were selected for unit weight determination. Unit weight is an indicator of various physical properties of the soil, including strength, compressibility, and permeability. Each sample was prepared by trimming the ends and measuring its length and diameter. The specimen volume was computed from these dimensions. The sample was then weighed and the moisture content determined to compute the wet and dry unit weights.

ATTERBERG LIMITS DETERMINATION, ASTM D-4318

Representative samples were subjected to Atterberg limits testing to determine the soil's plasticity characteristics. The plasticity index (PI) is the range of moisture content through which the soil deforms as a plastic material. It is bracketed by the liquid limit (LL) and the plastic limit (PL). The liquid limit is the moisture content at which the soil becomes wet enough to flow as a viscous fluid. To determine the liquid limit, a soil specimen is first washed through a No. 40 sieve. The materials finer than the No. 40 sieve are retained and dried until the soil is in a viscous fluid state. A portion of this soil is then placed in a brass cup of standardized dimensions. A groove is cut through the middle of the soil specimen with a grooving tool of standard dimensions. The cup is attached to a cam that lifts the cup 10 mm and then allows the cup to fall onto a hard rubber base. The cam is rotated at about 2 cps until the two halves of the soil specimen come in contact at the bottom of the groove for a distance of 1/2 inch. The number of blows required to achieve this 1/2 inch contact is recorded, and part of the specimen is subjected to a moisture content determination. The remainder of the specimen is

LABORATORY TESTING PROCEDURES

allowed to air dry for a short time, and the grooving process and cam action repeated. This testing sequence is repeated until more than 25 blows are required to achieve the required groove contact. After the number of blows vs. moisture content for the various test points are plotted on arithmetic graph paper, the moisture content corresponding to 25 blows is designated the liquid limit.

The plastic limit (PL) is the lowest moisture content at which the soil is sufficiently plastic to be manually rolled into threads 1/8" in diameter. The plastic limit is determined by taking a part of soil remaining from the liquid limit test, and repeatedly rolling, kneading, and air drying it until the soil breaks into threads about 1/8 inches in diameter and 3/8 inches long. The moisture content of these soil threads is then determined and is designated the plastic limit.

UNCONFINED COMPRESSION TEST (SPLIT-BARREL SOIL SAMPLE)

An unconfined compression test was performed to determine the approximate soil shear strength (cohesion) parameter "C". An intact soil sample obtained with a split-barrel sampler was selected for testing. The sample was trimmed to 3 inches long and then placed in a compression testing machine. The sample was compressed at a constant rate of strain, and load measurements were made as the sample failed in undrained shear. The maximum load on the specimen was recorded, and the resultant stress calculated. This calculated stress is known as the unconfined compressive strength (q_u) and is divided by 2 to obtain "C", the shear strength or apparent cohesion.

SECTION 00410 – BID FORM

Picadome Pump Station Upgrades

**Division of Water Quality
Lexington-Fayette Urban County Government**

LFUCG Bid No. 64-2023

1.01 GENERAL

Place: Lexington, Kentucky

Date: June 15, 2023

The following Bid Form shall be followed exactly in submitting a Bid for this Work.

This Bid Form Submitted by _____

(Name and Address of Bidder)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of _____, doing

business as _____
"a corporation," "a partnership", or an "individual" as applicable

To: Lexington-Fayette Urban County Government
(Hereinafter called "Owner")
Office of the Director of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507

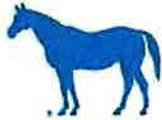
The Bidder, in compliance with your Advertisement for Bids for the **Picadome Pump Station Upgrades**; Lexington, Kentucky, having examined the Contract Documents including the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions and any and all addendums surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid is a part.

The Bidder hereby agrees to commence Work under this Contract on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the Project within **180** days, consecutive calendar days. Bidder further agrees to pay liquidated damages, the sum of One Thousand Dollars and Zero Cents (\$1,000.00) for each consecutive day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. ____ Date _____;	Addendum No. ____ Date _____
Addendum No. ____ Date _____;	Addendum No. ____ Date _____
Addendum No. ____ Date _____;	Addendum No. ____ Date _____
Addendum No. ____ Date _____;	Addendum No. ____ Date _____

Insert above the number and the date of any Addendum issued and received. If none has been issued and received, the word "NONE" should be inserted.



LEXINGTON

**Bid 64-2023 Addendum 1
Herrick Company, Inc.
Supplier Response**

Event Information

Number: Bid 64-2023 Addendum 1
Title: Picadome Pump Station
Type: Competitive Bid
Issue Date: 5/25/2023
Deadline: 6/15/2023 02:00 PM (ET)

Contact Information

Contact: Brian Marcum
Address: Central Purchasing
Government Center Building
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: brianm@lexingtonky.gov

Herrick Company, Inc. Information

Contact: Ryan Gabbard
Address: 2176 Waddy Rd
Lawrenceburg, KY 40342
Phone: (502) 839-3484
Fax: (502) 839-0939
Email: ryan@hci96.com

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Ryan P Gabbard
Signature

ryan@hci96.com
Email

Submitted at 6/15/2023 01:23:57 PM (ET)

Response Attachments

Bid Docs Complete.pdf

Complete Bid Forme

Bid Lines

1	Lump Sum Base Bid for all work described in the specifications and shown on plans.	Quantity: <u> 1 </u>	UOM: <u>Lump Sum</u>	Price: <input type="text" value="\$339,000.00"/>	Total: <input type="text" value="\$339,000.00"/>
---	--	------------------------	----------------------	--	--

Response Total: \$339,000.00

SECTION 00410 – BID FORM

Picadome Pump Station Upgrades

Division of Water Quality
Lexington-Fayette Urban County Government

LFUCG Bid No. 64-2023

1.01 GENERAL

Place: Lexington, Kentucky

Date: June 15, 2023

The following Bid Form shall be followed exactly in submitting a Bid for this Work.

This Bid Form Submitted by Herrick Company, Inc., 2176 Waddy Rd,
Lawrenceburg, KY 40342
(Name and Address of Bidder)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of Kentucky, doing business as a corporation
"a corporation," "a partnership", or an "individual" as applicable

To: Lexington-Fayette Urban County Government
(Hereinafter called "Owner")
Office of the Director of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507

The Bidder, in compliance with your Advertisement for Bids for the **Picadome Pump Station Upgrades**; Lexington, Kentucky, having examined the Contract Documents including the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions and any and all addendums surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid is a part.

The Bidder hereby agrees to commence Work under this Contract on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the Project within **180** days, consecutive calendar days. Bidder further agrees to pay liquidated damages, the sum of One Thousand Dollars and Zero Cents (\$1,000.00) for each consecutive day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 6/8/23; Addendum No. Date
Addendum No. Date ; Addendum No. Date
Addendum No. Date ; Addendum No. Date
Addendum No. Date ; Addendum No. Date

Insert above the number and the date of any Addendum issued and received. If none has been issued and received, the word "NONE" should be inserted.

1.02 LEGAL STATUS OF BIDDER

Bidder Herrick Company, Inc.

Date June 15, 2023

*A. A corporation duly organized and doing business under the laws of the State of KY, for whom Donna S. Herrick, bearing the official title of CEO, whose signature is affixed to this Bid is duly authorized to execute contracts.

~~*B.~~ A Partnership, all of the members of which, with addresses are: (Designate general partners as such)

~~*C.~~ An individual, whose signature is affixed to this Bid. (Print name)

* The Bidder shall fill out the appropriate form and strike out the other two.

1.03 BIDDERS AFFIDAVIT

Comes the Affiant, Donna S. Herrick, and after being first duly sworn, states under penalty of perjury as follows:

- A. His/her name is Donna S. Herrick and he/she is the individual submitting the Bid or is the authorized representative of Herrick Company, Inc., the entity submitting the Bid (hereinafter referred to as "Bidder").
- B. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the Bid is submitted, prior to award of the Agreement and will maintain a "current" status in regard to those taxes and fees during the life of the Agreement.
- C. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the Agreement.
- D. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
- E. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of an Agreement to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
- F. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."
- G. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his/her conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

Donna S. Herrick

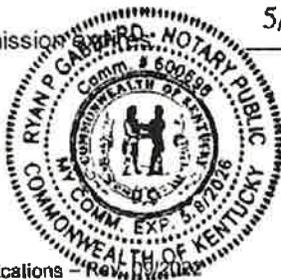
Affiant Signature Donna S. Herrick

STATE OF Kentucky
COUNTY OF Anderson

The foregoing instrument was subscribed, sworn to and acknowledged before me by

Donna S. Herrick on this the 15th day of June, 2023.

My Commission 5/8/26



Ryan P. Gabbard

NOTARY PUBLIC, STATE AT LARGE Ryan P. Gabbard

1.04 LUMP SUM BASE BID

The Bidder agrees to perform all the Work described in the Specifications and shown on the Plans for the following lump sum price which shall include the furnishing of all labor, materials, supplies, services, equipment and/or vehicle usage, all items of cost, overhead, taxes (federal, state, local), and profit for the CONTRACTOR and any Subcontractor involved. The Bidder must make the extensions and additions showing the total amount of bid. The contract, if awarded, will be on the basis of material and equipment specified in the specification without consideration of possible substitute or "Or equal" items. (Per Article 18 of the Information for Bidders). The LFUCG reserves the right to award the bid in its best interest and within fiscal constraints.

Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

LUMP SUM BASE BID:

**Three hundred, thirty-nine thousand
and zero cents**

Dollars \$ **339,000.00**

(Words)

(Numbers)

Contract award will be made based on the Lump Sum Base Bid. The price for all Base Bid Equipment items shall be included in the Lump Sum Base Bid.

OWNER reserves the right to accept or reject any Equipment Alternatives to the Lump Sum Base Bid. If Alternatives designated by the OWNER are considered in the Award, the Alternatives shall be accepted in the sequence identified below and the lowest Lump Sum Bid shall be computed on the Base Bid. Consideration of Equipment Alternatives of the selected Bidder will be made by OWNER within 60 days after the Effective Date of the Agreement.

EQUIPMENT ALTERNATIVES

PICADOME PUMP STATION UPGRADES BID NO. 64-2023 LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT LEXINGTON, KENTUCKY

The name of the Base Bid equipment manufacturer which Bidder shall include in the Lump Sum Base Bid is listed for each equipment item. Where an alternative manufacturer is listed, Bidder shall include an add or deduct to the price of the equipment that Bidder included in the Lump Sum Base Bid. Where spaces are provided, Bidder may also bid other alternative manufacturers by writing in the alternative manufacturer's name. Equipment Alternative Bid prices shall include the entire cost of the Alternative, including cost for engineering changes to accommodate the Alternative, and additional work to be performed which is not shown on the Drawings, but which is required as a result of selection of the equipment Alternative.

Whether or not an alternative manufacturer is offered to one or more of the Base Bid equipment manufacturers provided for in the Bid Form, Bidder shall write (in numbers) the price for providing the Base Bid equipment manufacturer, as included in the Lump Sum Base Bid.

When more than one Base Bid equipment manufacturer name is listed for an item, Bidder shall circle the name of the equipment manufacturer selected for the Lump Sum Base Bid and write in the price for the selected equipment.

EQUIPMENT ALTERNATIVES

	Item	Equipment Base Bid Manufacturer Included in the Lump Sum Base Bid (Circle One)	Cost of Equipment Included in the Lump Sum Base Bid	Alternative Manufacturer	Add to Base Bid for Alternative Manufacturer	Deduct From Base Bid for Alternative Manufacturer
A.	Open Channel Grinders (Section 11333)	JWC Environmental	\$ _____	_____	(+) _____	(-) _____
				_____	(+) _____	(-) _____

Respectfully Submitted,

FIRM: Herrick Company, Inc.
ADDRESS: 2176 Waddy Rd
CITY/STATE/ZIP: Lawrenceburg, KY 40342
DATE: 6/15/23
BY: *Donna S Herrick*
(must be original signature) Donna S. Herrick
TITLE: CEO
PHONE: 502-839-3484 FAX: 502-839-0939
(area code, number & extension)
EMAIL ADDRESS: cody@hci96.com hci@hci96.com

OFFICIAL ADDRESS AND PHONE:

2176 Waddy Rd
Lawrenceburg, KY 40342
502-839-3484 (Seal if Bid is by Corporation)

By signing this form you agree to all of the terms and associated forms.

1.05 STATEMENT OF BIDDER'S QUALIFICATIONS

The following statement of the Bidder's qualifications is required to be filled in, executed, and submitted with the Bid:

- A. Name of Bidder: Herrick Company, Inc.
- B. Permanent Place of Business: 2176 Waddy Rd, Lawrenceburg, KY 40342
- C. When Organized: January, 1996
- D. Where Incorporated: Kentucky
- E. Financial Condition:

If specifically requested by the Owner, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the Owner's Division of Central Purchasing within seven (7) calendar days following the Bid opening.

- F. In the event the Agreement is awarded to the undersigned, Performance, Payment, Erosion and Sediment Control, and Warranty bonds will be furnished by:

United Fire & Casualty Company (Surety)

Signed: Leigh McCarthy (Representative of Surety)
 Leigh McCarthy, Attorney-in-Fact



- G. The following is a list of similar projects performed by the Bidder: (Attach separate sheet if necessary).

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
*See attached.		

- H. The Bidder has now under contract and bonded the following projects:

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
*See attached.		

I. List Key Bidder Personnel who will work on this Project.

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
*See attached.		

J. MWDBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS (LIST)</u>	<u>PROJECT (SPECIFIC TYPE)</u>	<u>MWDBE</u>	<u>% of WORK</u>
*See attached.			

(USE ADDITIONAL SHEETS IF NECESSARY)

K. We acknowledge that, if we are the apparent low Bidder, we may be required to submit to the Owner within seven (7) calendar days following the Bid Opening, a sworn statement regarding all office management and field management personnel. Additionally, if requested by the Owner, we will within seven (7) days following the request submit audited financial statements and loss history for insurance claims for the three (3) most recent years (or a lesser period if stipulated by the Owner)

1.06 LIST OF PROPOSED SUBCONTRACTORS

The following list of proposed subcontractors is required by the Owner to be executed, completed and submitted with the Bid Form. All subcontractors are subject to approval of the Lexington-Fayette Urban County Government. Failure to submit this list completely filled out may be cause for rejection of Bid.

<u>BRANCH OF WORK**</u> (List each major item)	<u>SUBCONTRACTOR</u>	<u>MWDBE (yes/no)</u>	<u>% of WORK</u>
1. <u>Electric</u>	Name: <u>JSC Electric</u>	<u>No</u>	<u>7%</u>
	Address: <u>Lexington, KY</u> _____		
2. _____	Name: _____	_____	_____
	Address: _____ _____		
3. _____	Name: _____	_____	_____
	Address: _____ _____		
4. _____	Name: _____	_____	_____
	Address: _____ _____		
5. _____	Name: _____	_____	_____
	Address: _____ _____		
6. _____	Name: _____	_____	_____
	Address: _____ _____		

** Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.

1.07 AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing:

- A. That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the Bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
- B. That the attached Bid has been arrived at by the Bidder independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action, with any other contractor, vendor of materials, supplies, equipment or services described in the Advertisement for Bid, designed to limit independent bidding or competition;
- C. That the contents of the Bid or Bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished, with the Bid or Bids, and will not be communicated to any such person, prior to the official opening of the Bid or Bids;
- D. That the Bidder is legally entitled to enter into the contracts with the Lexington-Fayette Urban County Government, and is not in violation of any prohibited conflict of interest;
- E. (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State _____ or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky X. [Check the statement applicable.]
- F. This offer is for ninety (90) calendar days from the date this Bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items Bid above, an Agreement shall thereby be created with respect to the items accepted.
- G. That I have fully informed myself regarding the accuracy of the statements made in this statement.
- H. That I certify that Subcontractors have not and will not be awarded to any firm(s) that have been debarred from noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

Herrick Company, Inc.

Company

6/15/23

Date

Donna S Herrick

Representative

Donna S. Herrick

*See attached.

1.08 STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

* Include all officers, office management, Affirmative Action officials, and field management personnel. Attach separate sheets if necessary.

1.09 EQUAL OPPORTUNITY AGREEMENT

The Law

- * Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- * Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and subcontractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- * Section 503 of the Rehabilitation Act of 1973 States:
The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.
- * Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal Contracts.
- * Section 206 (A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors, and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause an Agreement to be canceled and the contractor may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped, and aged persons.



Signature Donna S. Herrick

Herrick Company, Inc.

Name of Business

The Entity (regardless of whether construction Contractor, non-construction Contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) *The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) *The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) *The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) *The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) *For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

In the case of an Agreement exceeding \$250,000, the Contractor will be required within seven (7) days following the Bid Opening to furnish evidence that its work-force in Kentucky is representative of the available work-force in the area from which it draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the Contract.

1.10 LFUCG MWDBE PARTICIPATION FORM

LFUCG Bid/RFP/Quote Reference No. 64-2023



The MWDBE and/or Veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the Work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the Contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Herrick Company, Inc.
Company

Donna S. Herrick
Company Representative Donna S. Herrick

6/15/23
Date

CEO
Title

N/A at bid time.

1.11 LFUCG MWDBE SUBSTITUTION FORM

LFUCG Bid/RFP/Quote Reference No. 64-2023



The substituted MWDBE and/or Veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract

The undersigned acknowledges that any misrepresentation may result in termination of the Contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

1.12 MWDBE QUOTE SUMMARY FORM

LFUCG Bid/RFP/Quote Reference No. 64-2023



The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project.

Company Name Herrick Company, Inc.	Contact Person Cody Lokits
Address/Phone/Email 2176 Waddy Rd, Lawrenceburg, KY 40342 cody@hci96.com	Bid Package / Bid Date 64-2023, 6/15/23

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event, etc)	Total dollars (\$) Do Not Leave Blank (Attach Documentation)	DBE * AA HA AS NA Female	Veteran

*(DBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the Contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Herrick Company, Inc.
Company

Donna S Herrick
Company Representative Donna S. Herrick

6/15/23
Date

CEO
Title

N/A at bid time.

1.13 LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

LFUCG Bid/RFP/Quote No. _____



The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the Contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

1.14 LFUCG STATEMENT OF GOOD FAITH EFFORTS

LFUCG Bid/RFP/Quote No. 64-2023



By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBEs and/or Veterans on the project and can supply the appropriate documentation.

- Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- Included documentation of advertising in the above publications with the bidders good faith efforts package
- Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its

own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

- Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Herrick Company, Inc.
Company

Donna S Herrick
Company Representative Donna S. Herrick

6/15/23
Date

CEO
Title

1.15 EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of Herrick Company, Inc.

(Name of Bidder)

to assure that all applicants for employment and all employees are treated on a fair and equitable basis without regard to their race, religion, sex, color, handicap, natural origin or age.

Such action shall include employment, promotion, demotion, recruitment or recruitment advertising, layoff or termination, rates of pay and other forms of compensation, and selection for training, whether apprenticeship and/or on-the-job-training.

Furthermore, this company agrees to make special recruitment efforts to hire the protected class whenever feasible. This company also agrees to adhere to all applicable federal, state, and local laws relating to Equal Employment Opportunity for all individuals.

1.16 WORKFORCE ANALYSIS FORM

Name of Organization: Herrick Company, Inc.

Categories	Total		White (not Hispanic or Latino)		Hispanic or Latino		Black or African-American (not Hispanic or Latino)		Native Hawaiian and other Pacific Islander (not Hispanic or Latino)		Asian (not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (not Hispanic or Latino)		Total	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	4	3															4	3
Professionals																		
Superintendents	4																4	
Superisors																		
Foremen																		
Technicians																		
Protective Service																		
Para-Professionals																		
Office/Clerical																		
Skilled Craft		14															14	
Service/Maintenance																		
Total	25	22	3														22	3

Prepared By: Ryan P. Gabbard Date 6 / 15 / 23
Ryan P. Gabbard

Names Insured: Herrick Company, Inc.
 Address: 2176 Waddy Rd, Lawrenceburg, KY 40342
 Project to be Insured: LFUCG Picadome Pump Station

In lieu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above Named Insured with the minimum coverage listed below. These are outlined in the Insurance and Risk Management of Section 00600 - Bonds and Certifications, including all requirements, and conditions:

Article Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided to Insured	Name of Insurer	A.M. Best's	
					Code	Rating
1.05.D.1	CGL	\$1,000,000/per occ., \$2,000,000/aggregate or \$2,000,000 combined single limit Requirements (a) through (e)	\$1,000,000 per occ/ \$2,000,000 per agg	Selective	000826	XV, A+
1.05.D.1	Auto	Combined single \$1,000,000/per occ. aggregate Requirements (a) through (c)	\$1,000,000 CSL	Selective	000826	XV, A+
1.05.D.1	WC	\$ <u> </u> Statutory	Statutory w endorsement as noted	KY Association of General Contractors	055002	VIII, A-
1.05.D.1	Employer's Liability	\$500,000	\$4,500,000 each acc \$4,500,000 each employee \$4,500,000 aggregate	KY Association of General Contractors	005502	VIII, A-

Section 00600 includes required provisions, statements regarding insurance requirements, and the undersigned agrees to abide by all provisions for the coverage's checked above unless stated otherwise when submitting

Marsh McLennan Agency
 Agency or Brokerage
 360 E Vine Street Suite 200
 Street Address
 Lexington, KY 40507
 City
 859-254-8020
 Telephone Number

Chris Barnett
 Name of Authorized Representative
 Managing Director
 Title
Chris Barnett
 Authorized Signature
 06/12/2023
 Date

NOTE: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of authorized representative of insurer.

IMPORTANT: CONTRACT MAY NOT BE AWARDED IF A COMPLETED AND SIGNED COPY OF THIS FORM FOR ALL COVERAGES LISTED ABOVE IS NOT PROVIDED.

1.18 DEBARRED FIRMS

PROJECT NAME: Picadome Pump Station Upgrades

LFUCG BID NO.: 64-2023

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KY

All prime Contractors shall certify that Subcontractors have not and will not be awarded to any firms that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

All Bidders shall complete the Debarment Certification in duplicate and submit both copies to the Owner with the Bid Form. The Owner (grantee) shall transmit one copy to the Lexington-Fayette Urban County Government, Division of Community Development within fourteen (14) days after Bid opening.

The undersigned hereby certifies that the firm of Herrick Company, Inc. has not and will not award a subcontract, in connection with any Agreement award to it as the result of this bid, to any firm that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964, Executive Order 11246 As Amended or any Federal Law.

Herrick Company, Inc.

Name of Firm Submitting Bid

Donna S Herrick

Signature of Authorized Official Donna S. Herrick

CEO

Title

6/15/23

Date

1.19 DEBARMENT CERTIFICATION

All Contractors/Subcontractors shall complete this certification.

The Contractor/Subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.
 - a) Have not within a three year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - b) 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)(a) of this certification; and
 - c) Have not within a three (3) year period preceding this Bid has one or more public (Federal, State or local) transactions or contracts terminated for cause or default.
- 2) Where the Contractor is unable to certify to any of the statements in this certification, such prospective contractors shall attach an explanation to this certification form.

Firm Name: Herrick Company, Inc.

Project: Picadome Pump Station Upgrades

Printed Name: Donna S. Herrick

Title of Authorized Representative: CEO

Signature: *Donna S Herrick*

Date: 6/15/23

1.20 CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Donna S. Herrick, CEO

Typed Name & Title of Authorized Representative

Donna S Herrick

Signature of Authorized Representative

6/15/23

Date

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

*See attached Bid Bond

1.21 BID BOND

BID BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, that we _____

as principal (the "Principal") and _____

hereinto called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 East Main Street, Third Floor
Lexington, Kentucky 40507

as obligee (the "Obligee"), in the penal sum of _____ dollars for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no period be specified, within ninety (90) days after opening, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect. In no event shall the liability hereunder exceed the penal sum thereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above, within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one (1) year from the date of this bond. 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 apply.

DATED as of this _____ day of _____, 20_____.

WITNESS / ATTEST:

Principal (Secretary)

Principal

By: _____ (seal)

Name:
Title:

Surety (Secretary)

Surety

By: _____ (seal)

Name:
Title:

POWER OF ATTORNEY

(Attach to Bid Bond)

END OF SECTION

MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

1. CLARIFICATIONS

A. None at this time.

2. DRAWINGS

A. None at this time.

3. SPECIFICATIONS

A. Section 00800 - Supplementary Conditions, Page 00800-5, Article 6 - CONTRACTOR'S RESPONSIBILITIES

ADD:

"6.10.B. All permanent equipment and material is exempt from Kentucky sales tax in accordance with KRS 139.480(34). Any material that will remain in place after the Contractor demobilizes is tax exempt. Temporary items are not tax exempt."

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Herrick Company, Inc.

ADDRESS: 2176 Waddy Rd, Lawrenceburg, KY 40342

SIGNATURE OF BIDDER: Donna S Herrick

Donna S. Herrick



HERRICK COMPANY, INC.
Bid: LFUCG Picadome PS Upgrades

PROJECT NAME / Type of Work	Owner / Contact Info	Engineer	Status: Complete	Contract Amount
Campbellsville WTP Contract 1 - Improvements/Modifications	City of Campbellsville, 110 S. Columbia Ave., Campbellsville, KY 42718	Monarch Engineering, Lawrenceburg, KY 40342, 502-839-1310	2021	\$6,042,010.56
City Springs WTP - Building new pump station and installing new equipment	Hardin County Water District #2, 360 Ring Rd, Elizabethtown, KY 42701, 270-737-1056	Kenviron, Inc., Frankfort, KY 40601, 502-695-4357	2021	\$1,514,771.00
Everts WTP Refurbish - Replacing flocculation systems and pumps	City of Everts, Everts KY 40828	Kenviron, Inc., Frankfort, KY 40601, 502-695-4357	2021	\$209,853.00
Henry County Media #2 - Remove and Intall media	Henry County Water District, Campbellsburg, KY 40011, Kelth Morris 502-777-4591	No engineer Involved	2021	\$60,500.00
Hopkinsville WTP Filters - Replace support beams In filters	Hopkinsville Water Environmental Authority, Hopkinsville, KY 42240	Owner - Internal engineers Involved	2021	\$49,900.00
Lewisport WWTP Improvements - Constructing new piping	City of Lewisport, 350 Carolina St, Lewisport, KY 42351	Bluegrass Engineering, Georgetown, KY 40324 - Bryan Lovan 859-351-1714, Matt Curtis 502-370-6551	2021	\$95,350.00
Town Branch Chlorine Catwalk Project	Lexington-Fayette Urban County Government, Lexington, KY 40507, Brian Marcum 859-258-3325	Owner - Internal engineers Involved	2021	\$74,350.00
Town Branch Secondary Digesters - Improvements, replacing and installing pumps	LFUCG Division of Water Quality, Tiffany Rank, 125 Lisle Industrial Avenue, Lexington, KY 40511, 859-425-2406	LFUCG Division of Water Quality, Tiffany Rank, 125 Lisle Industrial Avenue, Lexington, KY 40511, 859-425-2406	2021	\$1,462,578.07
Town Branch/West Hickman Eyewash - Eyewash replacement	LFUCG Division of Water Quality, Tiffany Rank, 125 Lisle Industrial Avenue, Lexington, KY 40511, 859-425-2406	LFUCG Division of Water Quality, Tiffany Rank, 125 Lisle Industrial Avenue, Lexington, KY 40511, 859-425-2406	2021	\$473,590.00
Creation Museum WWTP - New pump station	Creation Museum - Tom Van Huss, Petersburg, KY 41080, 888-582-4253	Owner - Contractor design-build	2020	\$51,000
Edmonton Damn Spillway - Grout	City of Edmonton, KY 42129, 270-432-2811	Monarch Engineering, Lawrenceburg, KY 40342, 502-839-1310	2020	\$39,500
Frankfort Sludge Valve Replacement WTP	Frankfort Plant Board, 305 Hickory Dr, Frankfort, KY 40601, 502-352-4372	Owner - Internal engineers Involved	2020	\$82,151
Frankfort WWTP Splitter Box - Replace splitter box and slits	City of Frankfort, KY 40601, 502-875-2448	Owner - Contractor design-build	2020	\$32,750
Fort Knox Clarifiers WWTP - Replace mechanisms and clarifier	Hardin County Water District - Daniel Clifford, Radcliff, KY 40160, 207-737-1056	Owner - Internal engineers Involved	2020	\$110,500
Lebanon Rotors WWTP - Oxldation ditch rotor replacements	Lebanon Water Works Co., Lebanon, KY 40033, 270-692-2491	Owner - Internal engineers Involved	2020	\$34,730
Max Rhodes WWTP UV channels	Regional Water Resource Agency - Victor Cernius, 2101 Grimes Ave, Owensboro, KY 42303, 270-687-8450	Strand Associates - Mark Sneve, Louisville, KY 40202, 502-583-7020	2020	\$360,870
McCreary WWTP Chemical Room - Replace pumps and tanks	McCreary County Water District, 456 North Hwy 27, Whitley City, KY 42653, 606-376-2540	KY Engineering Group - Ryan Carr, Versailles, KY 40383, 859-251-4127	2020	\$277,567
Midway WWTP Miscellaneous Repairs	City of Midway, KY 40347, 859-846-4413	Contract design-build	2020	\$76,351
Morehead WWTP Blower - Replace blowers	Morehead Utility Plant Board, - Holly McGrath-Rosas 135 S Wilson Ave, Morehead, KY 40351, 606-784-5538	Eclipse Engineers - Alan Robinson, PE, Somerset, KY 42501, 606-451-0959	2020	\$315,500
West Kickman Scum WWTP - Pipes and valves Installation	LFUCG Division of Water Quality, 125 Lisle Industrial Ave, Lexington, KY 40511, 859-425-2400	Strand Associates - Mike Davis, Lexington, KY 40511, 859-225-8500	2020	\$1,486,537
Big Spring Parks Aerial Sewer Pier Replacement - WWTP Pier Replacement	City of Versailles, KY - Miltz Delius, 859-573-5436	GRW Engineers, Inc. - Mike Jacobs, 859-223-3999	2019	\$186,750
Buffalo Trace Mixer / Install gear box on floating aerator	Buffalo Trace Distillery, Frankfort, KY - B. Sauders or Travis Hammond, 502-696-5942	Contractor design-build	2019	\$58,400
KY Horse Park PS Generator: Replace pump stations generator	LFUCG Division of Water Quality - Betty Landrum, 125 Lisle Industrial Avenue, Lexington, KY, 859-258-3320	Hazen & Sawyer - Kurt Zenhnder, Lexington, KY, 859-219-1126	2019	\$145,525
WWTP Improvements / Rotors & screw pumps	City of Lebanon, KY - Eddie Masterson, 270-692-6272	Contractor design-build	2019	\$84,721
Lincoln Trail Lift Station Rehabilitation Project: WTP Improvements	Hardin County Water District No. 1 - Daniel Clifford, 270-351-3222	Bell Engineering, Inc. - David Schrader, 859-278-5412	2019	\$784,890
West Hickman WWTP Blower / Wastewater Treatment	LFUCG Division of Water Quality, Betty Landrum, 125 Lisle Industrial Avenue, Lexington, KY, 859-258-3320	Internal engineers Involved	2019	\$95,000
WWTP Improvements: Chemical Feed & Phosphorous Removal	City of Hardinsburg, KY - David Wakefield, 270-756-6719	KY Engineering Group, LLC - Ryan Carr, Versailles, KY, 859-251-4127	2018	\$1,930,382
Wastewater Treatment Plant Valve Replacement - Valves	Wood Creek Water District - Robert Doan, 606-843-7113	Kenviron, Inc. - Vaughn Williams, 502-695-4357	2018	\$111,250
W Hickman WWTP Zone 2 Aeration - Aeration System Improvements	LFUCG Division of Water Quality, Betty Landrum, 125 Lisle Industrial Avenue, Lexington, KY, 859-258-3320	Internal engineers involved	2018	\$531,400

Previous Work

HERRICK COMPANY, INC.
Bid: LFUCG Picadome PS Upgrades

PROJECT NAME / Type of Work	Owner / Contact Info	Engineer	Status: Complete	Contract Amount
Redstone Pump Station - Replace 3 Pump Stations & 1 New Force Main	PDR Properties - Dona Ray, 1029 Monarch Street, Lexington, KY, 859-223-0425	Internal engineers involved	2018	\$293,030
Water Treatment Plant Modifications - HSPS Valves Replacement, et al	Lebanon Water Works Company - Daren Thompson, 270-692-2491	KY Engineering Group, LLC - Jim Thompson, Versailles, KY, 859-251-4127	2018	\$174,250
WWTP Generator & SCADA System / Non-Potable Water System - Replace Generator, Install SCADA, etc.	City of Frankfort Sewer Department, Kenny Hogsten, 1200 KY Avenue, Frankfort, KY, 502-875-2448	HMB Professional Engineers, Ray Bascom, 3 HMB Circle, Frankfort, KY, 502-695-9800	2018	\$1,909,660
Frankfort WWTP Clarifiers - Clarifier Rehab	City of Frankfort Sewer Department, Kenny Hogsten, 1200 KY Avenue, Frankfort, KY, 502-875-2448	Internal engineers Involved	2018	\$186,500
Scottsville WWTP Miscellaneous Modifications - Modifications to Existing Grit Chamber, et al	City of Scottsville, KY - City Clerk Gayle Davis, 270-237-3238	GRW - Adalyn Haney, Louisville KY, 502-489-8484	2018	\$193,714
Campbellsville WTP Improvements - High Service Pump No. 2 Replacement	City of Campbellsville, KY - Mayor Tony Young, 270-465-7011	Monarch Engineering, Inc., Lawrenceburg, KY, 502-839-1310	2017	\$242,002
Frankfort WWTP Septage Receiving Station	Frankfort Sewer Department - Kenny Hogsten, 502-875-2448	Strand Associates, Inc. - John Herriford, Louisville, KY, 502-583-7020	2017	\$69,700
Water Treatment Plant Improvements - Contract 2	Cave Run Water Commission - Edward Bryant, 606-768-6665	KY Engineering Group, LLC - Bryan Lovan, Versailles, KY, 859-251-4127	2017	\$563,813
GMWSS No. 1 Digester Sludge Pump Replacement	GMWSS - Brad Parrent, C5- 859-509-5673	KY Engineering Group, LLC - Bryan Lovan, Versailles, KY, 859-251-4127	2017	\$232,250
Radcliff WWTP Mechanical Bar Screen	Hardin County Water District No. 1 - Daniel Clifford, 270-351-3222	Hardin County Water District No. 1, Jim Boyken, PE, 1400 Rogersville Road, Radcliff, KY 270-352-3222	2017	\$227,700
Radcliff WWTP Ultraviolet Disinfection System	Hardin County Water District No. 1 - Daniel Clifford, 270-351-3222	Hardin County Water District No. 1, Jim Boyken, PE, 1400 Rogersville Road, Radcliff, KY 270-352-3222	2017	\$404,400

Herrick Company, Inc.
 2176 Waddy Road
 Lawrenceburg, KY 40342

BID: LFUCG Picadome Pump Station Upgrades

Bid Date: June 15, 2023

Current Bonded Contracts

<u>Project Name</u>	<u>Amount</u>	<u>Contract Date</u>	<u>Status</u>
2020 WTP Improvements Louisa, KY – Water Treatment Plant Owner: City of Louisa, KY, 251 N Main Cross St., Louisa, KY, Mayor Harold Slone (606-638-4500) Kentucky Engineering Group: Ryan Carr, PO Box 1034, Versailles, KY (859-251-4127) HCI Superintendent: Chad Holbrook	\$502,632	June-21	Complete, pending final payment
WWTP Improvements – Phase 1 Middlesboro, KY – Wastewater Treatment Plant Owner: City of Middlesboro, KY, 221 North 21 st St, Middlesboro, KY, Josh Campbell (606-248-7625) Vaughn & Melton Consulting Engineers, Inc.: Mitch Brunnsma (606-248-6600) HCI Superintendent: Chad Holbrook	\$1,151,800	Aug-21	Complete, pending final payment
E.C. McManis WWTP Headworks Improvements Frankfort, KY – Wastewater Treatment Plant Owner: City of Frankfort, Carl Groce, 1200 KY Avenue, Frankfort, KY (502-395-0256) Engineer: Bell Engineering, David Schrader, 2480 Fortune Drive, Ste. 350, Lexington, KY (859-278-5412) HCI Superintendent: Chad Holbrook	\$1,393,000	June-21	Complete, pending final payment
WTP Ammonia System & Sulfuric Acid Upgrades Frankfort, KY – Water Treatment Plant Owner: Frankfort Electric & Water Plant Board, Sharmista Dutton, 502-352-4372, 151 Flynn Ave, Frankfort, KY Engineer: HDR, Brent Tippey, 859-629-4831, 2517 Sir Barton Way, Lexington, KY HCI Superintendent: Chad Holbrook	\$731,835	Dec-21	In process
E.C. McManis WWTP Blowers Frankfort, KY – Wastewater Treatment Plant Owner: Frankfort Sewer Department, Kenny Hogsten, 1200 Kentucky Ave, Frankfort, KY (502-875-2448) Engineer: Bell Engineering, David Schrader, 2480 Fortune Dr, Ste 350, Lexington, KY (859-278-5412) HCI Superintendent: Chad Holbrook	\$701,670	Apr-22	In Process

Mayfield Emergency Clarifiers Modifications Mayfield, KY – Wastewater Treatment Plant Owner: Mayfield Water & Electric Systems, Brent Schultz, 301 E Broadway, Mayfield, KY (270-804-5846) Engineer: Water Management Services, Steven Jones, 2 International Plaza, STE 401, Nashville, TN (615-366-6088) HCI Superintendent: John Webb	\$468,160	Mar-22	Complete, pending final payment
Hartland 3 Pump Station Replacement Lexington, KY – Wastewater Treatment Plant Owner: LFUCG, Division of Water Quality, Robert Peterson, 200 E Main, Lexington, KY (859-223-3999) Engineers: Bell Engineering, Jonathan Rehner, 2480 Fortune Dr., Lexington, KY (859-278-5412); Hazen and Sawyer, Kurt Zehnder, 230 Lexington Green Circle, Lexington, KY (859-219-1126); GRW Engineers, Mike Jacobs, 801 Corporate Drive, Lexington, KY (859-223-3999) HCI Superintendent: Greg Gibbons	\$960,095	Mar-22	Complete, pending final payment
Hartland 2 Pump Station Replacement Lexington, KY – Wastewater Treatment Plant Owner: LFUCG, Division of Water Quality, Robert Peterson, 200 E Main, Lexington, KY (859-223-3999) Engineers: Bell Engineering, Jonathan Rehner, 2480 Fortune Dr., Lexington, KY (859-278-5412); GRW Engineers, Mike Jacobs, 801 Corporate Drive, Lexington, KY (859-223-3999) HCI Superintendent: Greg Gibbons	\$256,000	Jul-22	In Process
George W. Arnold Water Treatment Facility Upgrades & Expansion Guthrie, KY – Water Treatment Plant Owner: Logan-Todd Regional Water Commission, Kyle Kenner, 248 Tower Street, Guthrie, KY (270-482-6990) Engineers: Strand Associates, Andrew Esarey, 325 W. Main, Louisville, KY (502-583-7020) HCI Superintendent: Chad Holbrook	\$698,995	Jan-22	Complete, pending final payment
Black Oak Sewer – Contract 2 Vanceburg, KY – Wastewater Treatment Plant Owner: Vanceburg Electric Plant Board, Bill Stone, 606-769-3077, 191 Front St, Vanceburg, KY Engineer: HMB, Jeff Reynolds, 502-680-1735, 3 HMB Circle, Frankfort, KY HCI Superintendent: Bill Robinson	\$2,062,914	Jul-22	In Process
Water System Improvements, Contract 12 Sandy Hook, KY – Water Treatment Plant Owner: Sandy Hook Water Dist., Kevin Winkleman, 606-738-6282, 474 Howards Creek Rd, Sandy Hook, KY Engineer: Bluegrass Engineering, Bryan Lovan, 859-351-1714, 222 E Main St, Georgetown, KY HCI Superintendent: Donny Vance	\$6,340,000	Jun-22	In Process
West Hickman WWTP Final Clarifier Stairs Lexington, KY – Wastewater Treatment Plant Owner: LFUCG, Emily Epperson, 301 Jimmie Campbell Drive, Lexington, KY (859-425-2406)	\$168,850	Jun-22	Complete, pending final payment

Engineer: Strand Associates, Inc. 1525 Bull Lea Road, Ste. 100, Lexington, KY (859-225-8500)

HCI Superintendent: Greg Gribbins

West Hickman WWTP BPR Walkways \$275,000 Jun-22 In Process
Lexington, KY – Wastewater Treatment Plant
Owner: LFUCG, Emily Epperson, 301 Jimmie Campbell Drive, Lexington, KY (859-425-2406)
Engineer: R.E. Jackson Engineers, PLLC, 811 Corporate Drive, Lexington, KY (859-280-2909)
HCI Superintendent: Greg Gribbins

Pirtle Springs WTP Filter Media Replacement \$2,157,500 Dec-22 In Process
Cecilia, KY – Water Treatment Plant
Owner: Hardin County Water District No. 1
Engineer: HCWD No. 1, Daniel Clifford, 1400 Rogersville Road, Radcliff, KY (270-351-3222)
HCI Superintendent: Chad Holbrook

County Booster Station Replacement \$312,000 Oct-22 In Process
Lewisport, KY – Water Treatment Plant
Owner: Lewisport Municipal Water Works, 405 Second Street, Lewisport, KY
Engineer: Bluegrass Engineering, Matthew Curtis, 222 East Main Street, Georgetown, KY (502-370-6551)
HCI Superintendent: TBD

Westside WWTP Clarifier No. 3 \$2,888,000 Dec-22 Pending Start
Madisonville, KY – Wastewater Treatment Plant
Owner: City of Madisonville, KY, 67 N. Main Street, Madisonville, KY
Engineer: Eclipse Engineers, PLLC, Alan Robinson, 113 W Mt. Vernon St., Somerset, KY (606-451-0959)
HCI Superintendent: David Webb

Dry Run Influent Pump Station \$4,299,800 Oct-22 In Process
Shelbyville, KY – Wastewater Treatment Plant
Owner: Shelbyville Municipal Water & Sewer Commission
Engineer: HDR Engineering, Inc., Reese Walton, 401 W Main Street, Louisville, KY
HCI Superintendent: John Webb

Contract 7 – WTP Improvements \$852,960 Apr-23 In Process
Lebanon, KY – Water Treatment Plant
Owner: Lebanon Water Works Company, 1205 Proctor Knott Avenue, Lebanon, KY
Engineer: KY Engineering Group, Ryan Carr, 101 High Street, Versailles, KY (859-251-4127)
HCI Superintendent: TBD

WWTP CAP Improvements Phase 1 \$655,100 Feb-23 In Process
New Haven, KY – Wastewater Treatment Plant
Owner: City of New Haven, 302 Center Street, New Haven, KY
Engineer: Kenvirons, Inc., Phillips Meadors, 452 Versailles Road, Frankfort, KY
HCI Superintendent: TBD

Raw Water Intake Valves Replacement Raw Water Tank No. 1 Nicholasville, KY – Water Treatment Plant	\$289,750	Sept-22	In Process
--	-----------	---------	------------

Owner: City of Nicholasville, Scott House, 517 N. Main, Nicholasville, KY (859-885-6974)
Engineers: GRW Engineers, Joe Henry, 801 Corporate Drive, Lexington, KY (859-223-3999)
HCI Superintendent: Reno Dell'Acqua

W. Hickman WWTP RAS/WAS Pump Station Improvements LFUCG, KY – Wastewater Treatment Plant	\$2,680,200	Mar-23	In Process
--	-------------	--------	------------

Owner: LFUCG, Emily Epperson, 301 Jimmie Campbell Drive, Lexington, KY (859-425-2406)
Engineer: Strand Associates, Inc., Mike Davis, 1525 Bull Lea Road, Ste. 100, Lexington, KY (859-225-8500)
HCI Superintendent: TBD

HERRICK COMPANY, INC.
BID: LFUCG Picadome PS Upgrades
Key Personnel : Statement of Experience

Donna S. Herrick - Chief Executive Officer

HCI Start Date: 1/26/96 (Years in construction - 27)

Experience: Management, cost-tracking, asset acquisition, budgeting, financial planning, risk management and control, project analysis, corporate taxes, human resources and payroll, new business start-ups

H. Douglas Herrick - Owner

HCI Start Date: 1/26/96 (Years in construction - 48)

Experience: Management, SFR contract builder, carpentry, estimating, supervisor on water- and waste-water treatment projects, including new construction, renovation, maintenance and emergency work

Cody M. Lokits - President

HCI Start Date: 2/8/22 (Years in construction - 12)

Experience: BS in Civil Engineering, project engineer, project manager, project estimating, cost tracking & containment, safety officer

Donny Vance, Jr. - Superintendent

HCI Start Date: 1/23/23 (Years in construction - 30)

Experience: Carpentry, electrical, layout & design, supervisory

Chadrick D. Holbrook - Superintendent

HCI Start Date: 1/19/18 (Years in construction - 18)

Experience: Operator, carpentry, supervisory

William D. Robinson - Superintendent

HCI Start Date: 7/5/22 (Years in construction - 47)

Experience: Carpentry, mechanical, layout & design, supervisory

John Webb - Superintendent

HCI Start Date: 3/13/23 (Years in construction - 40)

Experience: Foreman, layout, carpentry, supervisory

Ryan P. Gabbard - Project Manager / Superintendent

HCI Start Date: 12/30/00 (Years in construction - 22)

Experience: Laborer, rebar foreman, layout, carpentry, tower construction, supervisory, project manager

Sabrina K. Taylor - Office Manager / Payroll Administrator

HCI Start Date: 10/09/06 (Years in construction - 17)

Experience: Payroll administrator & Human Resources management, project reporting, equipment control & maintenance, payables & receivables, year-end information reporting, quarterly tax filing, field work as labor & forklift operator

Reno R. Dell'Acqua - Project Coordinator

HCI Start Date: 5/25/22 (Years in construction/treatment plant industry - 10)

Experience: Operator, carpentry, mechanical installation, plumbing, welding, concrete finishing

<u>McManis WWTP Headworks</u>	\$ 1,393,000.00	
McKinney Painting	\$ 8,950.00	0.6%
M&M Mfg	\$ 23,426.00	1.7%
<u>FPB WTP Ammonia System</u>	\$ 685,000.00	
McKinney Painting	\$ 20,900.00	3.1%
M&M Mfg	\$ 22,525.00	3.3%
Mills Supply	\$ 4,807.10	0.7%
<u>EC McManis WTP Blowers</u>	\$ 727,629.00	
Mills Supply	\$ 6,301.00	0.9%
McKinney Painting	\$ 14,650.00	2.0%
M&M Mfg	\$ 4,580.00	0.6%
<u>Mayfield WTP Clarifiers</u>	\$ 468,160.00	
M&M Mfg	\$ 40,751.00	8.7%
<u>LFUCG Hartland 2 PS</u>	\$ 256,000.00	
McKinney Painting	\$ 3,000.00	1.2%
<u>LFUCG Hartland 3 PS</u>	\$ 1,110,000.00	
McKinney Painting	\$ 3,500.00	0.3%
<u>Logan-Todd WTP</u>	\$ 698,995.00	
M&M Mfg	\$ 9,956.00	1.4%
<u>Vanceburg WWTP</u>	\$ 2,068,915.00	
Mills Supply	\$ 1,135.00	0.1%
<u>Sandy Hook WTP</u>	\$ 6,340,000.00	
Koehring	\$ 172,840.00	2.7%
McKinney Painting	\$ 149,000.00	2.4%
Mills Supply	\$ 17,500.00	0.3%
M&M Mfg.	\$ 47,963.00	0.8%
<u>West Hickman Clarifier Stairs</u>	\$ 168,850.00	
M&M Mfg	\$ 63,556.00	37.6%
<u>HCWD1 Pirtle Spring WTP, etc.</u>	\$ 2,157,500.00	
Metro Fence	\$ 11,754.00	0.5%
M&M Mfg.	\$ 122,191.00	5.7%
Mills Supply	\$ 382.00	0.0%
<u>Madisonville Westside WWTP</u>	\$ 2,888,000.00	
McKinney Painting	\$ 62,500.00	2.2%
<u>Shelbyville Dry Run IPS</u>	\$ 4,299,800.00	
McKinney Painting	\$ 144,900.00	3.4%
M&M Mfg.	\$ 18,614.00	0.4%
<u>W. Hickman WWTP WAS/RAS PS</u>	\$ 2,690,200.00	
McKinney Painting	\$ 24,900.00	0.9%
M&M Mfg.	\$ 3,139.00	0.1%

Ryan Gabbard

From: Ryan Gabbard
Sent: Thursday, June 1, 2023 1:51 PM
To: smiller@lexingtonky.gov
Subject: INVITATION TO BID - LFUCG PICADOME PUMP STATION UPGRADES

Sherita Miller - Minority & Business Enterprise Liaison - LFUCG,

Herrick Company, Inc. will be bidding as a General Contractor on the following Project:

LFUCG – PICADOME PUMP STATION UPGRADES

BID DATE: Thursday, June 15, 2023

BID TIME: 2:00 PM EST

We invite your firm to provide a proposal on any portion of the project as described below, per the Plans & Specifications:

The primary scope of work includes adding a comminutor, controls, and hoist/trolley system to existing pump station, as shown on the *DRAWINGS* and described in the *SPECIFICATIONS*.

We are seeking proposals on the following scopes of work:

- *Electrical*
- *Comminutor Equipment*
- *Concrete/Rebar*
- *Hoist/Trolley*
- *Bypass Pumping*

Electronic bidding documents and job site pictures may be accessed at the following link:

[230615 – LFUCG PICADOME PUMP STATION UPGRADES](#)

Disadvantaged, Minority, Woman, and Veteran Owned Businesses are encouraged to bid.

Please respond to this email if you are interested in providing a proposal, and, if possible, please provide your proposal by **Wednesday, June 14, 2023** for review and consideration.

Thank you,

Ryan Gabbard
Herrick Company, Inc.
2176 Waddy Rd.
Lawrenceburg, KY 40342
Office: 502-839-3484 Email: ryan@hci96.com

Ryan Gabbard

From: Ryan Gabbard
Sent: Thursday, June 1, 2023 1:51 PM
To: brad.putty@ky.gov
Subject: INVITATION TO BID - LFUCG PICADOME PUMP STATION UPGRADES

Brad Putty - Office for Civil Rights & Small Bus. Development - KYTC,

Herrick Company, Inc. will be bidding as a General Contractor on the following Project:

LFUCG – PICADOME PUMP STATION UPGRADES

BID DATE: Thursday, June 15, 2023

BID TIME: 2:00 PM EST

We invite your firm to provide a proposal on any portion of the project as described below, per the Plans & Specifications:

The primary scope of work includes adding a comminutor, controls, and hoist/trolley system to existing pump station, *as shown on the DRAWINGS and described in the SPECIFICATIONS.*

We are seeking proposals on the following scopes of work:

- *Electrical*
- *Comminutor Equipment*
- *Concrete/Rebar*
- *Hoist/Trolley*
- *Bypass Pumping*

Electronic bidding documents and job site pictures may be accessed at the following link:

[230615 – LFUCG PICADOME PUMP STATION UPGRADES](#)

Disadvantaged, Minority, Woman, and Veteran Owned Businesses are encouraged to bid.

Please respond to this email if you are interested in providing a proposal, and, if possible, please provide your proposal by **Wednesday, June 14, 2023** for review and consideration.

Thank you,

Ryan Gabbard
Herrick Company, Inc.
2176 Waddy Rd.
Lawrenceburg, KY 40342
Office: 502-839-3484 Email: ryan@hci96.com

Ryan Gabbard

From: Putty, Brad B (KYTC) <brad.putty@ky.gov>
Sent: Wednesday, June 7, 2023 3:23 PM
To: Ryan Gabbard
Subject: RE: NEW ADDENDUM (AD2) - INVITATION TO BID - LFUCG PICADOME PUMP STATION UPGRADES

I will have this sent out to our DBE directory.

From: Ryan Gabbard <Ryan@HCI96.COM>
Sent: Wednesday, June 7, 2023 3:22 PM
To: Putty, Brad B (KYTC) <brad.putty@ky.gov>
Subject: NEW ADDENDUM (AD2) - INVITATION TO BID - LFUCG PICADOME PUMP STATION UPGRADES

Brad Putty - Office for Civil Rights & Small Bus. Development - KYTC,
New Addendum in below link

Herrick Company, Inc. will be bidding as a General Contractor on the following Project:

LFUCG – PICADOME PUMP STATION UPGRADES

BID DATE: Thursday, June 15, 2023
BID TIME: 2:00 PM EST

We invite your firm to provide a proposal on any portion of the project as described below, per the Plans & Specifications:

The primary scope of work includes adding a comminutor, controls, and hoist/trolley system to existing pump station, *as shown on the DRAWINGS and described in the SPECIFICATIONS.*

We are seeking proposals on the following scopes of work:

- *Electrical*
- *Comminutor Equipment*
- *Concrete/Rebar*
- *Hoist/Trolley*
- *Bypass Pumping*

Electronic bidding documents and job site pictures may be accessed at the following link:

[230615 – LFUCG PICADOME PUMP STATION UPGRADES](#)

Disadvantaged, Minority, Woman, and Veteran Owned Businesses are encouraged to bid.

Please respond to this email if you are interested in providing a proposal, and, if possible, please provide your proposal by **Wednesday, June 14, 2023** for review and consideration.

Thank you,

1.21 BID BOND

BID BOND

Bond Number: N/A

KNOW ALL MEN BY THESE PRESENTS, that we Herrick Company, Inc.

as principal (the "Principal") and United Fire & Casualty Company

hereinto called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 East Main Street, Third Floor
Lexington, Kentucky 40507

as obligee (the "Obligee"), in the penal sum of Five Percent (5%) of Amount Bid dollars for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Picadome Pump Station Upgrades

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no period be specified, within ninety (90) days after opening, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect. In no event shall the liability hereunder exceed the penal sum thereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above, within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one (1) year from the date of this bond. 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 apply.

DATED as of this 15th day of June, 2023.

WITNESS / ATTEST:

H. Douglas Herrick
Principal (Secretary)
H. Douglas Herrick

Herrick Company, Inc.
Principal

By: Dana S. Herrick (seal)
Name: Dana S. Herrick
Title: CEO

Barbara Duncan
Surety (Secretary) Barbara Duncan
Underwriting Assistant

United Fire & Casualty Company
Surety
By: Deborah Neichter (seal)
Name: Deborah Neichter
Title: Attorney-in-Fact





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JAMES T. SMITH, JAMES H. MARTIN, BROOK T. SMITH, RAYMOND M. HUNDLEY, DEBORAH NEICHTER, MICHELE LACROSSE, JASON CROMWELL, LEIGH MCCARTHY, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$75,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 23rd day of February, 2024 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 23rd day of February, 2022



UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 23rd day of February, 2022, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 15th day of June, 2023.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

SECTION 00520 – AGREEMENT (CONTRACT)

THIS AGREEMENT, made on the 11 day of July, 2023, by and between Lexington Fayette Urban County Government, acting herein called "OWNER" and Herrick Company Inc. doing business as a corporation located in the City of Lawrenceburg, County of Anderson, State of Kentucky, hereinafter called "CONTRACTOR".

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of Three hundred thirty-nine thousand and zero cents (\$339,000.00) dollars quoted in the BID by the CONTRACTOR, dated June 15, 2023, hereby agree to commence and complete the construction described as follows:

1.01 SCOPE OF WORK

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, supervision, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the BID, the Contract Documents, and the Specifications prepared by the Engineer for the Picadome Pump Station Upgrades LFUCG Bid No. 64-2023.

1.02 TIME OF COMPLETION

The time period estimated and authorized by the OWNER for Substantial Completion of Work by the AGREEMENT, in full, is hereby fixed as **180 consecutive calendar days**. The time shall begin ten (10) calendar days after CONTRACTOR is issued the Notice to Proceed.

1.03 ISSUANCE OF NOTICE TO PROCEED

Notice to Proceed for Work will be issued in whole or in part of the Work as determined by the OWNER pending the availability of funds. The order of construction will be as determined by the Engineer after consultation with the CONTRACTOR and the OWNER.

1.04 AGREEMENT (CONTRACT) AMOUNT

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the AGREEMENT as quoted in the BID, subject to any additions and deductions, as provided therein.

1.05 PROGRESS PAYMENTS

The OWNER shall make payments on account of the AGREEMENT in accordance with the General Conditions, as recommended by the Engineer and authorized by the OWNER, less the aggregate of previous payments.

1.06 ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due within ninety (90) days after Final Completion of the Work, provided the Work is deemed "Final Completion" and fully accepted by the OWNER.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the AGREEMENT (CONTRACT) has been paid.

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER so certifies, the OWNER shall upon certificate of the ENGINEER, and without terminating the AGREEMENT (CONTRACT), make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

1.07 EXTRA WORK

The OWNER, without invalidating the AGREEMENT (CONTRACT) may order extra work or make changes by altering, adding to or deducting from the Work, the AGREEMENT (CONTRACT) amount being adjusted accordingly. All such work shall be executed and paid for in accordance with the General Conditions.

1.08 LIQUIDATED DAMAGES

If the CONTRACTOR shall fail or refuse to complete the Work within the AGREEMENT (CONTRACT) Time, or extension of time granted by the OWNER, then the CONTRACTOR agrees as a partial consideration for the awarding of this AGREEMENT (CONTRACT) that the OWNER may retain the compensation otherwise to be paid to the CONTRACTOR the amount of one thousand dollars (\$1,000) per consecutive calendar day that the CONTRACTOR shall be in default after the Final Completion time stipulated in the Contract Documents. The said amount is fixed and agreed upon by and between the CONTRACTOR and the OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER would in such event sustain.

1.09 RIGHT TO REVIEW, AUDIT, AND INSPECT

The CONTRACTOR shall provide to the OWNER or its duly authorized representative(s), at any time during the course of the contract and up to five (5) years thereafter, access to any books, documents, papers, emails, and/or other records or communications which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

1.10 CONTRACT DOCUMENTS

In general, the Advertisement for Bids, Information Available to Bidders, the Bid, the General Conditions, Performance, Payment, Erosion and Sediment Control and Warranty Bonds, AGREEMENT (CONTRACT), Supplementary Conditions, Supplemental General Conditions for SRF, Technical Specifications, any and all Addenda, and Plan Drawings form the AGREEMENT (CONTRACT) and they are fully a part of the AGREEMENT (CONTRACT) as if hereto attached or herein repeated.

A full listing of the Contract Documents consist of the following:

Specifications:	Per Table of Contents
Drawings (Plans):	Per Table of Contents

IN WITNESSETH WHEREOF, the parties hereto have executed this AGREEMENT (CONTRACT) as of the date and year above written.

(Seal)

Lexington-Fayette Urban County Government
Lexington, Kentucky

(Owner)

ATTEST:

MaKemie Stack
Clerk of Urban County Council
Deputy

By: *Linda Gorton*
(Signature of Mayor)

Linda Gorton Mayor
(Name/Title)

(Seal)

HERRICK COMPANY, INC.
(Contractor)

John [unclear]
(Secretary)*

By: *[Signature]*
(Contractor's Signature)

Kofa Lokits
(Witness)

Cody Lokits, President
(Name/Title)

2176 Waddy Road
(Address)

Lawrenceburg, KY 40342

*IMPORTANT: Strike out any non-applicable terms:

Secretary of the OWNER should attest. If the CONTRACTOR is corporation, Secretary should attest. Give proper title of each person-executing AGREEMENT (CONTRACT).

END OF SECTION

SECTION 00550 – NOTICE TO PROCEED

CONTRACTOR: _____

OWNER: Lexington-Fayette Urban County Government
Lexington, Kentucky

PROJECT: Picadome Pump Station Upgrades
Lexington-Fayette Urban County Government
Lexington, Kentucky

LFUCG Bid No. 64-2023

Agreement (Contract) Amount: _____ dollars (\$ _____)

This Notice to Proceed is issued on _____, 20__; therefore, Contractor is hereby notified to commence Work on the referenced Project on or before _____, 20__ (**Engineer: per the Agreement (Contract), commencement date shall be ten (10) days after issuance date**) and to substantially complete Work within 300 CONSECUTIVE CALENDAR DAYS thereafter. The Agreement (Contract) completion date is therefore _____, 20__.

The Agreement (Contract) provides for assessment of the sum of _____ dollars (\$ _____) as liquidated damages for each consecutive calendar day after the above established Agreement (Contract) completion date that the Work remains incomplete.

Lexington-Fayette Urban County Government

By: _____

Title: _____

Date: _____

END OF SECTION

SECTION 00550 – NOTICE TO PROCEED

CONTRACTOR: _____

OWNER: Lexington-Fayette Urban County Government
Lexington, Kentucky

PROJECT: Picadome Pump Station Upgrades
Lexington-Fayette Urban County Government
Lexington, Kentucky

LFUCG Bid No. 64-2023

Agreement (Contract) Amount: _____ dollars (\$ _____)

This Notice to Proceed is issued on _____, 20__; therefore, Contractor is hereby notified to commence Work on the referenced Project on or before _____, 20__ (**Engineer: per the Agreement (Contract), commencement date shall be ten (10) days after issuance date**) and to substantially complete Work within 300 CONSECUTIVE CALENDAR DAYS thereafter. The Agreement (Contract) completion date is therefore _____, 20__.

The Agreement (Contract) provides for assessment of the sum of _____ dollars (\$ _____) as liquidated damages for each consecutive calendar day after the above established Agreement (Contract) completion date that the Work remains incomplete.

Lexington-Fayette Urban County Government

By: _____

Title: _____

Date: _____

END OF SECTION

SECTION 00600 – BONDS AND CERTIFICATES

(This page is intentionally left blank.)

1.01 PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

a _____, hereinafter
(Corporation, Partnership, or Individual)

called Principal, and _____
(Name of Surety)

(Address of Surety)

hereinto called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 East Main Street, Third Floor
Lexington, Kentucky 40507

Obligee, hereinafter called "OWNER" in the penal sum of:

_____ dollars (\$ _____),
for the payment of whereof Principal and Surety bind themselves, their heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into an Agreement (Contract) with OWNER for the
Picadome Pump Station Upgrades, LFUCG Bid No. 64-2023 in accordance with Contract Documents
prepared by Strand Associates, Inc.® and dated May 25, 2023, which Agreement (Contract) is by
reference made a part hereof, and is hereinafter referred to as the Agreement (Contract).

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly
and faithfully perform said Agreement (Contract), then this obligation shall be null and void; otherwise it
shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever, Principal shall be, and declared by OWNER to be in default under the Agreement (Contract), the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Agreement (Contract) in accordance with its terms and conditions or
2. Obtain a Bid or Bids for completing the Agreement (Contract) in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the OWNER elects, upon determination by the OWNER and Surety jointly of the lowest responsible bidder, arrange for an Agreement (Contract) between such bidder and OWNER, and make available as Work progresses (even though there may be a default or a succession of defaults under the Agreement (Contract) or Agreements (Contracts) of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Agreement (Contract) Amount; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Agreement (Contract) Amount", as used in this paragraph shall mean the total amount payable by OWNER to Principal under the Agreement (Contract) and any amendments thereto, less the amount properly paid by OWNER to Principal.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of OWNER.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of
(number)

which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

Principal

(Principal) Secretary

By: _____ (s)

Address

Witness as to Principal

Address

Surety

ATTEST:

By: _____
Attorney-in-Fact

(Surety) Secretary

Address

(SEAL)

Witness to Surety

Title: _____
Surety

Address

By: _____

Title: _____

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Agreement (Contract).

1.02 PAYMENT BOND

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

a _____, hereinafter
(Corporation, Partnership, or Individual)

called Principal, and _____
(Name of Surety)

(Address of Surety)

hereinto called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 East Main Street, Third Floor
Lexington, Kentucky 40507

Obligee, hereinafter called "OWNER" in the penal sum of:

_____ dollars (\$ _____),
for the payment of whereof Principal and Surety bind themselves, their heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into an Agreement (Contract) with OWNER for the
Picadome Pump Station Upgrades, LFUCG Bid No. 64-2023 in accordance with Contract Documents
prepared by Strand Associates, Inc.® and dated May 25, 2023, which Agreement (Contract) is by
reference made a part hereof, and is hereinafter referred to as the Agreement (Contract).

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly
make payment to all claimants as hereinafter defined for all labor and material used or reasonably
required for use in the performance of the Agreement (Contract), then this obligation shall be void;
otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the
Principal for labor material, or both, used or reasonably required for use in the performance of the
Agreement (Contract), labor and material being construed to include that part of water, gas, power,
light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Agreement
(Contract).

2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the Work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which Principal ceased Work on said Agreement (Contract), it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against aid improvement, whether or not claim for the amount of such lien be presented under and against this bond.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of
(number)

which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

Principal

(Principal) Secretary

By: _____ (s)

Address

Witness as to Principal

Address

Surety

ATTEST:

By: _____
Attorney-in-Fact

(Surety) Secretary

Address

(SEAL)

Witness to Surety

Title: _____
Surety

Address

By: _____

Title: _____

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Agreement (Contract).

1.03 EROSION AND SEDIMENT CONTROL PERFORMANCE BOND

EROSION AND SEDIMENT CONTROL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

a _____, hereinafter
(Corporation, Partnership, or Individual)

called Principal, and _____
(Name of Surety)

(Address of Surety)

hereinto called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 East Main Street, Third Floor
Lexington, Kentucky 40507

Obligee, hereinafter called "OWNER" in the penal sum of:

[1% of Total Bid Price] _____ dollars (\$ _____), for the
payment of whereof Principal and Surety bind themselves, their heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into an Agreement (Contract) with OWNER for the
Picadome Pump Station Upgrades, LFUCG Bid No. 64-2023 in accordance with Contract Documents
prepared by Strand Associates, Inc.® and dated May 25, 2023, which Agreement (Contract) is by
reference made a part hereof, and is hereinafter referred to as the Agreement (Contract).

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly
and faithfully perform said Agreement (Contract), then this obligation shall be null and void; otherwise it
shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever, Principal shall be, and declared by OWNER to be in default under the Agreement (Contract),
the OWNER having performed OWNER's obligations thereunder, the Surety may promptly remedy the
default, or shall promptly:

1. Complete the installation, maintenance, and removal of the soil erosion and sediment controls and
final stabilization of the site in accordance with the Agreement (Contract), the LFUCG Land
Disturbance Permit, Chapter 16 Article X Division 5 of the LFUCG Code of Ordinances, and the
KPDES General Permit for Stormwater Discharges Associated with Construction Activities (KYR 10).

2. Obtain a Bid or Bids for completing the installation, maintenance, and removal of the soil erosion and sediment controls and final stabilization of the site in accordance with the Agreement's (Contract's) terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the OWNER elects, upon determination by the OWNER and Surety jointly of the lowest responsible bidder, arrange for an Agreement (Contract) between such bidder and OWNER, and make available as Work progresses (even though there may be a default or a succession of defaults under the Agreement (Contract) or Agreements (Contracts) of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Agreement (Contract) Amount; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Agreement (Contract) Amount", as used in this paragraph shall mean the total amount payable by OWNER to Principal under the Agreement (Contract) and any amendments hereto, less the amount properly paid by OWNER to Principal.

Any suit under this bond must be instituted before the expiration one (1) year from the date on which final payment under the Agreement (Contract) falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of OWNER.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of
(number)

which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

(Principal) Secretary

Principal

By: _____(s)

Address

Witness as to Principal

Address

Surety

ATTEST:

By: _____
Attorney-in-Fact

(Surety) Secretary

Address

(SEAL)

Witness to Surety

Title: _____
Surety

Address

By: _____

Title: _____

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Agreement (Contract).

1.04 WARRANTY BOND

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

a _____, hereinafter
(Corporation, Partnership, or Individual)

called Principal, and _____
(Name of Surety)

(Address of Surety)

hereinto called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 East Main Street, Third Floor
Lexington, Kentucky 40507

Obligee, hereinafter called "OWNER" in the penal sum of: _____
dollars (\$ _____),

for the payment of whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. The warranty bond shall be in the amount of five percent (5%) of the final construction cost amount (based on contractor's final pay request).

WHEREAS, Principal by written agreement is entering into an Agreement (Contract) with OWNER for the Picadome Pump Station Upgrades, LFUCG Bid No. 64-2023 in accordance with Contract Documents prepared by Strand Associates, Inc.® and dated May 25, 2023, which Agreement (Contract) is by reference made a part hereof, and is hereinafter referred to as the Agreement (Contract).

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that, if the Principal shall well and faithfully do and perform the required maintenance and shall indemnify and save harmless the OWNER against all claims, loss or damage, and expenses of reconstruction or additional work required to restore the Project to its acceptable condition within a period of one (1) year from the date of acceptance by OWNER of the Project, then this obligation shall be void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators, successors, or assigns of the OWNER.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of
(number)

which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

Principal

(Principal) Secretary

By: _____(s)

Address

Witness as to Principal

Address

Surety

ATTEST:

By: _____
Attorney-in-Fact

(Surety) Secretary

Address

(SEAL)

Witness to Surety

Title: _____
Surety

Address

By: _____

Title: _____

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Agreement (Contract).

POWER OF ATTORNEY

(to be inserted)

1.05 RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION

A. DEFINITIONS

The Contractor understands and agrees that the Risk Management Provisions of this Agreement (Contract) define the responsibilities of the Contractor to the Owner.

As used in these Risk Management Provisions, the terms "Contractor" and "Owner" shall be defined as follows:

1. "Contractor" means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
2. "Owner" means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.
3. Owner/Engineer's Consultant means Strand Associates, Inc.®

Strand Associates, Inc.® provided design services for the project, which included preparation of Contract Documents, and will provide services during construction consisting of: responding to questions of Owner and Engineer about the Contract Documents; preparing change orders as needed; providing shop drawing review; and reviewing Contractor progress pay requests. Strand Associates, Inc.® shall be provided with the same indemnification by Contractor as is provided for Owner in the Contract Documents and shall be listed as an additional insured as is provided for Owner in the Contract Documents. Excepting those noted above, no other duties or responsibilities shall be construed from the Contract Documents as being the obligation of Strand Associates, Inc.®

B. INDEMNIFICATION AND HOLD HARMLESS PROVISION

1. It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
2. Contractor shall indemnify, save, hold harmless and defend the Owner from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Contractor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Contractor; and (b) not caused solely by the active negligence or willful misconduct of the Owner.
3. In the event the Owner is alleged to be liable based upon the above, Contractor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by the Owner, which approval shall not be unreasonably withheld.
4. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement (Contract).

5. The Work and services performed hereunder involve a Consent Decree as further explained in of Section 00100, provision 1.13 of these specifications. The provisions of that provision are incorporated herein by reference as if expressly stated.
6. Owner is a political subdivision of the Commonwealth of Kentucky. Contractor acknowledges and agrees that the Owner is unable to provide indemnity or otherwise save, hold harmless, or defend the Contractor in any manner.

C. FINANCIAL RESPONSIBILITY

The Contractor understands and agrees that it shall, prior to final acceptance of its Bid and the commencement of any Work, demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Agreement (Contract).

D. INSURANCE REQUIREMENTS

Bidders' attention is directed to the following insurance requirements, as Bidders must confer with their respective insurance agents, brokers, or carriers to determine in advance of Bid submission the availability of the insurance coverage's and endorsements required herein. If an apparent low Bidder fails to comply strictly with the insurance requirements below, that Bidder shall be disqualified from the award of the Agreement (Contract), at the Owner's discretion.

1. Required Insurance Coverage

Contractor shall procure and maintain for the duration of this Agreement (Contract) the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to Owner in order to protect Owner against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor. The cost of such insurance shall be included in any Bid.

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence \$2 million aggregate, or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	Combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). Owner shall be named as additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by Owner.

- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by Owner.
- d. The General Liability Policy shall include an Explosion-Collapse Underground (XCU) endorsement.
- e. The General Liability Policy shall include a Pollution Liability and/or Environmental Casualty endorsement unless it is deemed not to apply by Owner.
- f. Owner shall be provided at least thirty (30) days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to Owner and shall be in a form acceptable to Owner. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.
- h. Owner requests that the Bidder obtain an Umbrella Liability endorsement to the CGL policy for a limit of liability of \$5,000,000 and that this CGL policy endorsement be renewed for one (1) year after completion of this project.

2. Renewals

After insurance has been approved by Owner, evidence of renewal of an expiring policy must be submitted to Owner, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

3. Deductibles and Self-Insured Programs

IF CONTRACTOR INTENDS TO SUBMIT SELF-INSURANCE PLAN, IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO BID OPENING DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Contractor's financial capacity to respond to claims. Any such programs or retentions must provide Owner with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Contractor satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Contractor agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of Bid and the commencement of work:

- a. Contractor's latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statement.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

4. Safety and Loss Control

Contractor shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and the Owner.

5. Verification of Coverage

Prior to award of bid, Contractor agrees to furnish Owner with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf. If requested, Contractor shall provide Owner copies of all insurance policies, including all endorsements.

6. Right to Review, Audit and Inspect

Contractor understands and agrees that Owner may review, audit and inspect any and all of Contractor's records and operations to insure compliance with these Insurance Requirements.

7. Additional Insured Endorsement

Contractor shall purchase and maintain liability insurance, as described above, specifically naming as additional insureds Owner, Engineer, and Owner/Engineer's Consultant as well as other individuals or entities identified, using Additional Insured Endorsement Form CG 20 26 07 04 or CG 20 10 07 04 or equivalent form. General Liability policy shall also be endorsed with Form CG 20 37 07 04 to include the "products-completed operations hazard." Endorsement or General Liability policy shall not exclude supervisory or inspection services. Contractor shall also provide an Additional Insured Endorsement for the automobile policy.

Contractor shall, prior to the start of any work on the project by a subcontractor receive: (1) a certificate of insurance from each subcontractor naming Owner, Engineer, and Owner/Engineer's Consultant as well as other individuals and entities so identified as an additional insured, under each subcontractor's general liability for policy; and (2) the Additional Insured Endorsement language as required by paragraph 1 for subcontractor's operations. Certificate shall be Acord 25-S or equivalent.

That failure of Contractor or Subcontractor to comply with the above requirements with respect to the Additional Insured Endorsement and/or Certificate of insurance, shall not be construed as waiver of those provisions by Owner, Engineer, Owner/Engineer's Consultant as well as other individuals and entities so identified.

8. Contractor understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Agreement (Contract). Contractor also agrees that Owner may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging Contractor for any such insurance premiums purchased, or suspending or terminating this Agreement (Contract).

1.06 CERTIFICATE OF LIABILITY INSURANCE

(Insert Contractor's Certificate)

END OF SECTION

SECTION 00700 – GENERAL CONDITIONS

(This page is intentionally left blank).

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

Copyright © 2007 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

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

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

The copyright for this EJCDC document is owned jointly by the four EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology	1
1.01 Defined Terms.....	1
1.02 Terminology	5
Article 2 – Preliminary Matters	6
2.01 Delivery of Bonds and Evidence of Insurance	6
2.02 Copies of Documents.....	6
2.03 Commencement of Contract Times; Notice to Proceed.....	6
2.04 Starting the Work	7
2.05 Before Starting Construction	7
2.06 Preconstruction Conference; Designation of Authorized Representatives.....	7
2.07 Initial Acceptance of Schedules.....	7
Article 3 – Contract Documents: Intent, Amending, Reuse	8
3.01 Intent.....	8
3.02 Reference Standards.....	8
3.03 Reporting and Resolving Discrepancies.....	9
3.04 Amending and Supplementing Contract Documents	9
3.05 Reuse of Documents	10
3.06 Electronic Data.....	10
Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points.....	11
4.01 Availability of Lands.....	11
4.02 Subsurface and Physical Conditions.....	11
4.03 Differing Subsurface or Physical Conditions	12
4.04 Underground Facilities.....	13
4.05 Reference Points.....	14
4.06 Hazardous Environmental Condition at Site.....	14
Article 5 – Bonds and Insurance.....	16
5.01 Performance, Payment, and Other Bonds.....	16
5.02 Licensed Sureties and Insurers.....	16
5.03 Certificates of Insurance	17
5.04 Contractor’s Insurance	17
5.05 Owner’s Liability Insurance.....	19
5.06 Property Insurance.....	19
5.07 Waiver of Rights	20
5.08 Receipt and Application of Insurance Proceeds	21

5.09	Acceptance of Bonds and Insurance; Option to Replace	21
5.10	Partial Utilization, Acknowledgment of Property Insurer.....	22
Article 6 – Contractor’s Responsibilities		22
6.01	Supervision and Superintendence.....	22
6.02	Labor; Working Hours.....	22
6.03	Services, Materials, and Equipment	22
6.04	Progress Schedule	23
6.05	Substitutes and “Or-Equals”	23
6.06	Concerning Subcontractors, Suppliers, and Others.....	25
6.07	Patent Fees and Royalties	27
6.08	Permits.....	27
6.09	Laws and Regulations	28
6.10	Taxes	28
6.11	Use of Site and Other Areas.....	28
6.12	Record Documents.....	29
6.13	Safety and Protection	29
6.14	Safety Representative.....	30
6.15	Hazard Communication Programs.....	30
6.16	Emergencies	30
6.17	Shop Drawings and Samples	31
6.18	Continuing the Work.....	32
6.19	Contractor’s General Warranty and Guarantee	33
6.20	Indemnification	33
6.21	Delegation of Professional Design Services.....	34
Article 7 – Other Work at the Site.....		35
7.01	Related Work at Site	35
7.02	Coordination.....	35
7.03	Legal Relationships.....	36
Article 8 – Owner’s Responsibilities.....		36
8.01	Communications to Contractor.....	36
8.02	Replacement of Engineer.....	36
8.03	Furnish Data	36
8.04	Pay When Due.....	36
8.05	Lands and Easements; Reports and Tests.....	36
8.06	Insurance.....	37
8.07	Change Orders.....	37
8.08	Inspections, Tests, and Approvals	37
8.09	Limitations on Owner’s Responsibilities	37
8.10	Undisclosed Hazardous Environmental Condition	37
8.11	Evidence of Financial Arrangements.....	37
8.12	Compliance with Safety Program	37
Article 9 – Engineer’s Status During Construction.....		37
9.01	Owner’s Representative	37

9.02	Visits to Site	38
9.03	Project Representative.....	38
9.04	Authorized Variations in Work	38
9.05	Rejecting Defective Work.....	39
9.06	Shop Drawings, Change Orders and Payments.....	39
9.07	Determinations for Unit Price Work	39
9.08	Decisions on Requirements of Contract Documents and Acceptability of Work	39
9.09	Limitations on Engineer's Authority and Responsibilities	40
9.10	Compliance with Safety Program	40
Article 10 – Changes in the Work; Claims		40
10.01	Authorized Changes in the Work	40
10.02	Unauthorized Changes in the Work.....	41
10.03	Execution of Change Orders.....	41
10.04	Notification to Surety.....	41
10.05	Claims.....	41
Article 11 – Cost of the Work; Allowances; Unit Price Work.....		42
11.01	Cost of the Work	42
11.02	Allowances.....	45
11.03	Unit Price Work	46
Article 12 – Change of Contract Price; Change of Contract Times		46
12.01	Change of Contract Price.....	46
12.02	Change of Contract Times	47
12.03	Delays.....	48
Article 13 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work.....		48
13.01	Notice of Defects.....	48
13.02	Access to Work	48
13.03	Tests and Inspections	49
13.04	Uncovering Work.....	49
13.05	Owner May Stop the Work.....	50
13.06	Correction or Removal of Defective Work	50
13.07	Correction Period	50
13.08	Acceptance of Defective Work.....	51
13.09	Owner May Correct Defective Work	52
Article 14 – Payments to Contractor and Completion		52
14.01	Schedule of Values.....	52
14.02	Progress Payments	53
14.03	Contractor's Warranty of Title.....	55
14.04	Substantial Completion.....	55
14.05	Partial Utilization	56
14.06	Final Inspection.....	57
14.07	Final Payment.....	57
14.08	Final Completion Delayed	58

14.09 Waiver of Claims	58
Article 15 – Suspension of Work and Termination	59
15.01 Owner May Suspend Work.....	59
15.02 Owner May Terminate for Cause	59
15.03 Owner May Terminate For Convenience	60
15.04 Contractor May Stop Work or Terminate.....	61
Article 16 – Dispute Resolution	61
16.01 Methods and Procedures	61
Article 17 – Miscellaneous	62
17.01 Giving Notice	62
17.02 Computation of Times	62
17.03 Cumulative Remedies	62
17.04 Survival of Obligations	62
17.05 Controlling Law	62
17.06 Headings.....	62

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.
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.
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 1 of the Specifications.
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.
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.
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 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, schedules, 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.
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, 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.
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, 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.

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 other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. 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 in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 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 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 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; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *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 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 if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. 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.

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.

3.03 *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 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).

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;
 - 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.

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; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- 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 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 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 Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall 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.

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.

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 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 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 in the Supplementary Conditions.

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 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 Paragraph 5.06 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 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 in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other 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 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, 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. 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.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. 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.

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, testing, start-up, and completion of the Work.

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 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 the Progress Schedule that will not result in changing the Contract Times. Such adjustments will 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.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the 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. 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.
- G. All Work performed for Contractor by a Subcontractor or Supplier will 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.

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. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of 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. 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.

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 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 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 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).

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.

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*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will 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 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 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 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 provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (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 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.

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.

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 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*

- A. 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 .

- 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 preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

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.

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 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 contract 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.

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.

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 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. 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 therefor 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 determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of 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 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.
- 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).

- 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.

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*

- A. *Engineer's Decision Required:* All Claims, 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 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 supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days 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.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 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.
- 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 (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 under Paragraph 12.01.B.2, 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;
 - 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;
 - 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 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, 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 be entitled to an equitable adjustment in Contract Times, 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.

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 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.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all 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.

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.

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.

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:

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 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.

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 be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer 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 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 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. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

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 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.

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 free and clear of all Liens.

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.

- 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 Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for 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 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.
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;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. 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.
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 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 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.

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 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.
- 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:
 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 the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 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.

- B. 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.

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, to the last business address known to the giver of the notice.

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.

SECTION 00800 – SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700) (2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

1.01.A.12 Replace in its entirety with the following:

“12. Contract Documents – The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), Contractor’s Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer’s written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or Hardcopies of the items listed in this paragraph are Contract Documents. Files in electronic format of text, data, graphics, and the like that may be furnished by Owner to Contractor are not Contract Documents”.

1.01.A.44 First sentence, change: “in the opinion of the Engineer”, to “in the opinion of Engineer and Owner”.

1.02 Terminology

Delete 1.02.E and replace with the following:

1.02.E The words “furnish”, “furnish and install”, “install”, and “provide” or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean “furnish and install complete in place and ready for service”.

Add the following:

1.02.G The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (EJCDC C-700, (2007 Edition) have the meanings assigned to them in the General Conditions.

ARTICLE 2 – PRELIMINARY MATTERS

Add the following:

2.00 Execution of Agreement

2.00.A At least four (4) counterparts of the Agreement will be executed and delivered by the Contractor to the OWNER within fifteen (15) days of the Notice of Award and receipt of the Contract Documents by the Contractor for execution; and OWNER will execute and deliver one counterpart to Contractor within ten (10) days of receipt of the executed Agreement from Contractor.

- 2.01 Delivery of Bonds and Evidence of Insurance
- 2.01.B Replace "Before any Work at the Site is started, Contractor and Owner shall each deliver to the other" with "When Contractor delivers the executed counterparts of the Agreement to the Owner, Contractor shall deliver to the Owner", and replace "and Owner respectively are" with "is".
- 2.02 Copies of Documents
- 2.02A Revise as follows:
- Owner shall furnish to Contractor up to ~~ten~~ three printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.
- 2.03 Commencement of Contract Times; Notice to Proceed:
- 2.03.A Delete in its entirety and substitute the following:
- 2.03.A The Contract Time will commence to run on the day indicated in the Notice to Proceed; but in no event will the Contract Time commence to run later than the ninetieth day after the day of Bid opening or the thirtieth day after the effective date of the Agreement. By mutual consent of the parties to the Contract, these time limits may be changed.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING AND REUSE

3.01 Intent

Add the following:

- 3.01.D It is the intent of the Specification and Contract Documents to obtain an operable Project. Equipment, components, systems, etc., therein shall be made operable by the Contractor.
- 3.01.E The Contract Drawings may be supplemented from time to time with additional Drawings by the Engineer as may be required to illustrate the work or, as the work progresses, with additional Drawings, by the Contractor, subject to the approval of the Engineer. Supplementary Drawings, when issued by the Engineer or by the Contractor, after approval by the Engineer, shall be furnished in sufficient quantity to all those who, in the opinion of the Engineer, are affected by such Drawings.

3.03 Reporting and Resolving Discrepancies

Add the following:

- 3.03.B.2 In resolving such conflicts, errors and discrepancies, the Contract Documents shall be given precedence in the following order:
- a. Agreement
 - b. Field and Change Orders
 - c. Addenda
 - d. Special Conditions
 - e. Instruction to Bidders
 - f. General Conditions
 - g. Project Specifications and Drawings
 - h. LFUCG standard specifications and standard details

Figure dimensions on drawings shall govern over scale dimensions and detailed Drawings shall govern over general Drawings.

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

- 4.02 Subsurface and Physical Conditions
- 4.02.A Delete: "the Supplementary Conditions", and substitute "Section 00320 – Geotechnical Data".
- 4.02.B Second sentence, delete: "Supplementary Conditions" and substitute "Specifications and Contract Drawings".
- 4.04 Underground Facilities

Add the following:

- 4.04.B.3 The Owner, Engineer, and Engineer's Consultants shall not be liable to Contractor for any claims, costs, losses or damages incurred or sustained by Contractor on or in connection with any other project or anticipated project.
- 4.06 Hazardous Environmental Condition at Site
- 4.06.A First sentence, delete "Supplementary Conditions" and substitute "Section 00300 – Information Available To Bidders."
- 4.06.B Second sentence, delete "Supplementary Conditions: and substitute "Specifications and Contract Drawings."
- 4.06.G First sentence, insert "Kentucky" between "by" and "Laws".

Add the following at the end of this section: "The parties understand and acknowledge that no Kentucky case, statute, or Constitutional provision authorizes a local government to indemnify a contractor and that this contract provision may be unenforceable.

ARTICLE 5 – BONDS AND INSURANCE

Delete Article 5 in its entirety and substitute the following:

- 5.01 Performance and Payment Bonds
- 5.01A Concurrent with execution of the Agreement and within fifteen (15) days of the Notice of Award, the successful Contractor shall procure, execute and deliver to the OWNER and maintain, at his own cost and expense, the following bonds in the forms attached, of a surety company approved by the State of Kentucky as a Surety:
- 5.01.B Performance Bond – in an amount not less than 100% of the total amount payable to the Contractor by the terms of the Contract as security for the faithful performance of the work. Bond must be valid until one (1) year after the date of issuance of the Certificate of Substantial Completion.
- 5.01.C Payment Bond – in an amount not less than 100% of the total amount payable to the Contractor by the terms of the Contract as security for the payment of all persons performing labor and furnishing material in connection with the work. Bond must be valid until one (1) year after date of issuance of the Certificate of Substantial Completion.

- 5.01.D All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.
- 5.01.E If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business in the State of Kentucky is revoked, the Contractor shall within five (5) days thereafter substitute another Bond or Surety, both of which shall be acceptable to the OWNER.
- 5.02 Insurance Requirements
See Section 00600 – Bonds and Certificates for Insurance Requirements.
- 5.03 Contractor's Liability Insurance
See Section 00600 – Bonds and Certificates for Insurance Requirements.
- 5.04 Indemnification Agreement
See Section 00600 – Bonds and Certificates for Indemnification.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

- 6.06 Concerning Subcontractors, Suppliers and Others
- 6.06.B First sentence, delete: "If the Supplementary Conditions", and substitute "The Bid Form". The seventh line, delete "Supplementary Conditions", and substitute "Bid Form".
- 6.06.G Delete in its entirety and substitute the following:
- 6.06.G All work performed for Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and Subcontractor. The Subcontractor shall not commence work until Contractor has obtained all insurance as required by Paragraphs 5.02 through 5.03 inclusive.
- 6.07 Patent Fees and Royalties
- 6.07 Delete 6.07.A, 6.07.B, and 6.07.C in their entirety and substitute the following:
- 6.07.A Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work of any invention, design, process, products or device which is the subject of patent rights or copyrights held by others. Contractor shall indemnify and hold harmless OWNER and Engineer, and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses, including attorney's fees, arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or furnished by him in fulfillment of the requirements of this Contract. In the event of any claim or action by law on account of such patents or fees, it is agreed that the OWNER may retain out of the monies which are, or which may become due the Contractor under this Contract, a sum of money sufficient to protect itself against loss, and to retain the same until said claims are paid or are satisfactorily adjusted.
- 6.08 Permits
- 6.08.A Third sentence of paragraph delete, "or if there are no Bids.....to the Work.", and substitute "and the Contractor shall pay all charges of utility owners for connections to the Work."

6.09 Laws and Regulations

6.09.B Delete 6.09B in its entirety and substitute the following:

6.09.B If Contractor observes that the Specifications or Drawings are at variance with any Laws or Regulations, he shall give Engineer prompt written notice thereof. If Contractor performs any Work knowing it to be contrary to such Laws or Regulations, and without such notice to Engineer, he shall bear all costs arising therefrom. The Contractor shall, at all times, observe and comply with and shall cause all his agents and employees and all his Subcontractors to observe and comply with all such existing Laws or Regulations, and shall protect and indemnify the OWNER and the Engineer and the municipalities in which work is being performed, and their officers and agents against any claim, civil penalty, fine or liability arising from or based on the violation of any such Law or Regulation, whether by himself or his employees or any of his Subcontractors.

6.13 Safety and Protection

6.13.B First sentence, after "CONTRACTOR" add the following:

", subject to provisions 6.09.B,"

6.19 Contractor's General Warranty and Guarantee

6.19.A After the first sentence of Section 6.19.A add the following:

"All materials or equipment delivered to the site shall be accompanied by certificates, signed by an authorized officer of the supplier, and notarized guaranteeing that the materials or equipment conform to specification requirements, Such certificates shall be immediately turned over to the Engineer. Materials or equipment delivered to the site without such certificates will be subject to rejection. The warranty and guarantee period shall be for a period of one (1) year, or such longer period as may be prescribed by Law, from the date of Substantial Completion."

6.20 Indemnification

6.20.A First sentence, after "...claims, costs" add the following:

", civil penalties, fines,"

6.20.C Add the following:

6.30.C.3 Nothing in the Contract Documents shall create or give to third parties any claim or right of action against the Contractor, the OWNER or the Engineer beyond such as may legally exist irrespective of the Contract.

ARTICLE 7 – OTHER WORK AT THE SITE

7.02 Coordination

Delete in its entirety.

7.03 Legal Relationships

7.03.B Delete "Owner and".

7.03.C Delete "Owner and".

ARTICLE 8 – OWNER’S RESPONSIBILITIES

- 8.02 Replacement of Engineer
- 8.02.A Delete in its entirety.
- 8.06 Insurance
- 8.06.A Delete in its entirety.
- 8.11 Evidence of Financial Arrangements
- 8.11.A Delete in its entirety.

ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

- 9.01 OWNER’S Representative
- 9.01.A Delete in its entirety and substitute the following:
- 9.01.A Engineer will be the OWNER’S representative during the construction period, and his instructions shall be carried into effect promptly and efficiently.

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

- 11.01 Cost of the Work
- 11.01.A Last sentence, following “...in Paragraph 11.01.B,” insert the following:
“or claims for extra cost shall be considered based on an escalation of labor costs throughout the period of the Contract,”
- 11.01.A.2 Add the following at the end of the paragraph:
“No claims for extra cost shall be considered based on an escalation of material costs throughout the period of the Contract.”
- 11.01.A.3 Delete second sentence “If required...be acceptable.”
- 11.01.A.4 Delete in its entirety.
- 11.01.A.5.a Delete in its entirety.
- 11.01.A.5.c Add the following before last sentence of paragraph:
“These rates shall include all fuel, lubricants, insurance, etc. Equipment rental charges shall not exceed the prorated monthly rental rates listed in the current edition of the ‘Compilation of Rental Rates for Construction Equipment’ as published by the Associated Equipment Distributors. Charges per hour shall be determined by dividing the monthly rates by 176.”
- 11.01.A.5.f Delete in its entirety.
- 11.01.A.5.g Delete in its entirety.
- 11.01.A.5.h Delete in its entirety.

- 11.03 Unit Price of Work:
- 11.03.D.1 Delete "materially and significantly", and insert "by more than plus or minus twenty percent (20%)".

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

- 12.01 Change of Contract Price
- 12.01.A Add the following after the last sentence:
- Section 01025 shall be given precedence over section 00700 regarding changes in contract price.
- 12.03 Delays
- 12.03.B Delete in its entirety and substitute the following:
- 12.03.B Delays beyond the control of the Contractor, as provided in paragraph 12.03.A, shall not entitle the Contractor to obtain additional project overhead costs unless such delays extend the Project as described below:
1. beyond the original Contract Times,
 2. beyond the Contract Times for which the overhead costs have been previously approved, or
 3. beyond Contract Times that are extended as a result of delays described in 12.03.C.
- For the purpose of this paragraph, overhead costs shall be the supplemental costs defined in 11.01.A.5, paragraphs a, b, c, g, h and i. The Contractor's bid shall include all overhead costs as necessary to be on the Project for the original Contract Times.
- 12.03.C Add the following after the last sentence:
- If the Contractor and the Owner cannot agree upon an equitable adjustment in the Contract Times, delays described in this Paragraph 12.03.C shall be determined as follows:
1. Contractor shall obtain weather history for the most recent five (5) years (minimum) preceding the Bid date. Weather history shall be obtained from the National Oceanic & Atmospheric Administration (NOAA) or other source approved by the Engineer. Historical weather shall be based on data from the weather reporting station closest to the project site.
 2. For delays to be considered that are associated with an abnormal amount of rain, the Contractor shall use the weather history to calculate an average number of days that rainfall exceeded 0.1-inches for the period (month, quarter, year, etc.) in question. The average value calculated shall be rounded up to the next full day. A time extension may be considered equal to the number of days, above the calculated average, that the period in question experienced rainfall in excess of 0.1-inches. A Contract Time extension will not be considered for rain amounts less than 0.1-inches.
 3. For daily rain amounts in excess of 1-inch, a time extension of one day beyond the number of days calculated as described above may be considered.
 4. For delays associated with other abnormal weather events, the weather history shall be used to calculate an average number of days for the type of weather considered to be the cause of a delay. (Calculation of the average number of days shall be as described above.) Where the Contractor can demonstrate that the abnormal weather

event has impaired his ability to perform work, beyond the day of the abnormal event, to perform site maintenance as necessary to restore the site to a workable condition may be considered.

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

13.03 Tests and Inspections

13.03.B Delete in its entirety and substitute the following:

13.03.B Contractor shall employ and pay for inspections and testing services specifically noted as such in the Contract.

13.03.C Delete in its entirety and substitute the following:

13.03.C If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to be specifically inspected, tested, or approved by some public body, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval.

Add the following:

13.03.G The OWNER reserves the right to independently perform at its own expense, laboratory tests on random samples of material or performance tests on equipment delivered to the site. These tests if made will be conducted in accordance with the appropriate referenced standards or Specification requirements. The entire shipment represented by a given sample, samples or piece of equipment may be rejected based on the failure of samples or pieces of equipment to meet specified test requirements. All rejected materials or equipment shall be removed from the site, whether stored or installed in the Work, and the required replacement shall be made, all at no additional cost to the OWNER.

13.05 OWNER May Stop the Work:

13.05A First sentence, after "...conform to the Contract Documents", insert "or if the Work interferes with the operation of the existing facility".

13.06 Correction or Removal of Defective Work

Add the following:

13.06.C At any time during the progress of the Work and up to the date of final acceptance, the Engineer shall have the right to reject any work which does not conform to the requirements of the Contract Documents, even though such work has been previously inspected and paid for. Any omissions or failure on the part of the Engineer to disapprove or reject any Work or materials at the time of inspection shall not be construed as an acceptance of any defective work or materials.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

Add the following:

14.01.B The Contractor shall submit for the Engineer's approval, a complete breakdown of all Lump Sum Items in the Proposal. This breakdown, modified as directed by the Engineer, will be used as a basis for preparing estimates and establishing progress payments.

14.02 Progress Payments

14.02.A.3 Delete in its entirety and replace with the following:

14.02.A.3 Progress payment request shall include the percentage of the total amount of the Contract which has been completed from initiation of construction of the Project to and including the last day of the preceding month, or other mutually agreed upon day of the month accompanied by such data and supporting evidence as OWNER or Engineer may require.

Add the following:

14.02.A.4 Forms to be used shall be prepared by the Contractor and submitted to the Engineer for approval.

14.02.A.5 At the option of the OWNER, partial payment up to the estimated value, less retainage, may be allowed for any materials and equipment not incorporated in the Work, pursuant to the following conditions:

- a. Equipment or materials stored on the site shall be properly stored, protected and maintained.
- b. For any partial payment, the Contractor shall submit, with his monthly progress payment from each material or equipment manufacturer, bills or invoices indicating actual material cost.
- c. Contractor shall submit evidence that he has paid for materials or equipment stored and for which the Engineer has authorized partial payment and previous progress payments, prior to submission to the next monthly payment request. (See example letter at the end of this Section 00800).

14.02.A.6 The OWNER will retain ten percent (10%) of the amount of each such estimate until Work covered by the Contract is fifty percent (50%) complete. After fifty percent (50%) of the Work of the original Contract has been completed as evidenced by approved Partial Payment Requests exclusive of stored materials and in the opinion of the OWNER, satisfactory progress is being made, the OWNER may adjust future partial payment so that five percent (5%) of the original Contract Price is retained.

14.02.A.7 If the OWNER determines it is appropriate to reduce retainage, the method used for such adjustment shall be to fix retainage at five percent (5%) of the original Contract amount (when the work is 50% complete) and to pay all subsequent Partial Payment Requests to the full approved amount. The intent of such an adjustment is to gradually reduce retainage to five percent (5%) of the original Contract amount when the work is one hundred percent (100%) complete.

14.02.A.8 The OWNER may reinstate up to ten percent (10%) retainage if it is determined that the Contractor is not making satisfactory progress or there is other specific cause for retainage.

- 14.02.B.1 Review of Applications:
First sentence delete "10 days", insert "30 days".
- 14.02.C.1 Payment Becomes Due:
First sentence delete "Ten days" and insert "Thirty Days".
- 14.02.D.3 Delete in its entirety.
- 14.04 Substantial Completion
- 14.04 Delete paragraphs A, B, C, and D in their entirety and substitute the following:
- 14.04.A Contractor may, in writing to OWNER and Engineer, certify that the entire Project is substantially complete and request that Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, Contractor and Engineer shall inspect the Project to determine the status of completion. If Engineer and OWNER do not consider the Project substantially complete, Engineer will notify Contractor in writing giving his reasons, therefore. If Engineer and OWNER consider the Project substantially complete, Engineer will prepare and deliver to OWNER a tentative certificate of Substantial Completion and the responsibilities between OWNER and Contractor for maintenance, heat and utilities. There shall be attached to the certificate a tentative list of items to be completed or corrected before Final Completion, and the certificate shall fix the time within which such items shall be completed or corrected, said time to be within Contract Time. No warranties associated with the Project shall start until issuance of the certificate of Substantial Completion.
- 14.04.B In accordance with KRS 371.410, Substantial Completion is the point at which, as certified in writing by OWNER, a project is at the level of completion, in strict compliance with the contract, where:
1. Necessary approval by public regulatory authorities has been given.
 2. The Owner has received all required warranties and documentation; and
 3. The Owner may enjoy beneficial use or occupancy and may use, operate, and maintain the project in all respects, for its intended purpose.
- 14.05 Partial Utilization
- 14.05.A Delete in its entirety and substitute the following:
- 14.05.A Partial Utilization is also referred to as "Beneficial Occupancy" and "In Service Date". Partial Utilization (Beneficial Occupancy) will occur before Substantial Completion of entire Project. Prior to Substantial Completion of the entire Project, OWNER may request Contractor to permit them to use a specified part of the Project which they believe they may use without significant interference with construction of the other parts of the Project. Prior to requesting Beneficial Occupancy all testing shall be complete and passed, all training shall be complete, and that part of the Project shall be operational for its functional design. If Contractor agrees, Contractor shall certify to OWNER and Engineer that said part of the Project has achieved Beneficial Occupancy and request the Engineer to issue a memorandum declaring Beneficial Occupancy for that part of the Project. Within a reasonable time thereafter, OWNER, Contractor, and Engineer shall inspect that part of the Project to determine its status of completion. If Engineer and OWNER do not consider that it has achieved Beneficial Occupancy, Engineer will notify Contractor in writing giving his reasons therefor. If Engineer and OWNER consider that part of the Project to have reached Beneficial Occupancy, Engineer will execute and deliver to OWNER and Contractor a memorandum to that effect, fixing the date of Beneficial Occupancy and the responsibility

between OWNER and Contractor for maintenance, heat, and utilities, as it pertains to that part of the Project.

- 14.05.B Equipment Warranties will not begin until after successful start-up, training, and acceptance by Owner for Substantial Completion of the entire Project. Any manufacturer's request to initiate warranty period earlier than Owner's acceptance will not be valid.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

Add the following:

- 15.01.B Should the OWNER suspend Work due to repeated unsafe Work conducted by the Contractor, which is confirmed by subsequent inspection by OSHA, the Contractor shall not be allowed any adjustment in Contract Price or extension of Contract Time attributed to the delay.

15.02 Owner May Terminate for Cause

- 15.02.A.2 Add the following to the end of first sentence after "jurisdiction":

"(including those governing employee safety)"

- 15.02.D Delete in its entirety.

Add the following:

15.05 Assignment of Contract

- 15.05 Contractor shall not assign, transfer, convey or otherwise dispose of the Contract, or of his legal right, title, or interest in or to the same or to any part thereof, without the prior written consent of the OWNER. Contractor shall not assign by power of attorney or otherwise any monies due him and payable under this Contract without the prior written consent of the OWNER. Such consent, if given, will in no way relieve the Contractor from any of the obligations of this Contract. OWNER shall not be bound to abide by or observe the requirements of any such assignment.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

- 16.01.A Replace the first sentence with the following:

"If required by applicable laws and regulations, and not specifically excluded elsewhere, 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."

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

Add the following:

- 17.01.B No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this Contract. Any notice to the Contractor, form OWNER and Engineer, relative to any part of this Contract shall be in writing.

Add the following:

17.07 Claims for Injury or Damage

- 17.07.A Should OWNER or Contractor suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

17.08 Non-Discrimination in Employment

- 17.08.A The Contractor shall comply with the following requirements prohibiting discrimination:

- 17.08.A.1 That no person (as defined in KRS 344.010) shall Bid on Lexington-Fayette Urban County Government Construction projects or bid to furnish materials or supplies to the Lexington-Fayette Urban County Government, if, within six months prior to the time of opening of Bids, said person shall have been found, by declaratory judgment action in Fayette Circuit Court, to be presently engaging in an unlawful practice, as hereinafter defined. Such declaratory judgment action may be brought by an aggrieved individual or upon an allegation that an effort at conciliation pursuant to KRS 344.200 has been attempted and failed, by the Lexington-Fayette County Human Rights Commission.

- 17.08.A.2 That it is an unlawful practice for any employer:

- a. to fail or refuse to hire, or to discharge any individual or otherwise to discriminate against an individual, with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age, or national origin; or
- b. to limit, segregate or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's sex, race, color, religion, age, or national origin.

- 17.08.A.3 That it is unlawful practice for an employer, labor organization, or joint-labor management committee controlling apprenticeship or other training or retraining, including on-the-job training programs to discriminate against an individual because of his race, color, religion, sex, age, or national origin in admission to, or employment in, any program established to provide apprenticeship or other training.

- 17.08.A.4 That a copy of the LFUCG Ordinance shall be available for viewing at the Lexington-Fayette Urban County Government offices.

17.09 Temporary Street Closing or Blockage

- 17.09.A The Contractor will notify the Engineer, Owner, and LFUCG Division of Traffic Engineering at least 72 hours prior to making any temporary street closing or blockage. This will permit orderly notification to all concerned public agencies.
- 17.10 Percentage of Work Performed by Prime Contractor
- 17.10.A The Contractor shall perform on site, and with its own organization, Work equivalent to at least fifty percent (50%) of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the Work, the Contractor requests a reduction, and the Engineer determines that the reduction would be to the advantage of the OWNER.
- 17.11 Clean-Up
- 17.11.A Clean-up shall progress, to the greatest degree practicable, throughout the course of the Work. The Work will not be considered as completed, and final payment will not be made, until the right-of-way and all ground occupied or affected by the Contractor in connection with the Work has been cleared of all rubbish, equipment, excess materials, temporary structures, and weeds. Rubbish and all waste materials of whatever nature shall be disposed of, off the project site, in an acceptable manner. All property, both public and private, which has been damaged in the prosecution of the Work, shall be restored in an acceptable manner. All areas shall be draining, and all drainage-ways shall be left unobstructed, and in such a condition that drift will not collect, or scour be induced.
- 17.12 General
- 17.12.A The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor, and all of the rights and remedies available to OWNER and Engineer, 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, and 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. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.
- 17.13 Debris Disposal
- 17.13.A For all LFUCG projects any fill, trash, construction demolition debris, yard waste, dirt or debris of any kind that is removed from the project site must be disposed of in accordance with local, state, and federal regulations. The disposal site or facility must be approved in advance by the LFUCG and disposal documentation is required. The Contractor will be responsible for payment of any fines associated with improper disposal of material removed from the project site.
- 17.14 Maintenance of Traffic
- 17.14.A Traffic shall be maintained on state and LFUCG highways and streets at all times during construction. For all work that impacts traffic, the Contractor shall obtain a traffic permit at least two (2) working days in advance from the Division of Traffic Engineering (859) 258-3489.
- 17.14.B It shall be the Contractor's responsibility to notify LFUCG Police Department's Safety Officer (859) 258-3600 prior to performing any construction work, which might interfere with traffic or compromise the public safety.

Add the following:

ARTICLE 18 – LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE WORK ON TIME

18.01 Liquidated Damages

18.01.A If the Contractor shall fail to complete the Work within the Contract Time, or extension of time granted by the OWNER in accordance with Article 12, then the Contractor will pay to the OWNER the amount for liquidated damages as specified in the Contract for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

(Reference Section 00800, Article 14.02.A.5.c)

*****PUT ON CONTRACTOR'S LETTERHEAD*****

DATE: _____

TO: OWNER: _____

ADDRESS: _____

RE: Project Title: Picadome Pump Station Upgrades
Lexington Fayette Urban County Government
Lexington, Kentucky
LFUCG Bid No.: 64-2023

We hereby certify that the labor and materials listed on this request for payment have been used in the construction of this work, or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location with proper insurance to protect these stored materials; and that all lawful charges for labor, materials etc., covered by previous Certificates of Payment have been paid and that all other lawful charges on which this request for payment is based have been paid for in full or will be paid for in full from the funds received in payment of this request within ten (10) calendar days from receipt of this partial payment from the OWNER.

CONTRACTOR: _____

BY: _____

TIME: _____

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public (Seal)

My Commission Expires: _____

END OF SECTION

SECTION 00890 – PERMITS

This page intentionally left blank

END OF SECTION

SECTION 00910 - ADDENDA

(Insert Addenda as they are issued.)

END OF SECTION

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.01 THE REQUIREMENT

- A. The Work to be done under this Contract and in accordance with these Specifications consists of furnishing all equipment, supervision, labor, skill, material and all other items necessary for the construction of the Picadome Pump Station Upgrades.
- B. The Contractor shall perform all work required for such construction in accordance with the Contract Documents and subject to the terms and conditions of the Contract, complete and ready for use.
- C. The principal features of the Work to be performed under this Contract includes, but is not limited to:
 - 1. Installation of comminutor equipment and appurtenances.
 - 2. Connections to existing sanitary sewers.
 - 3. Maintenance of existing sanitary sewer flows during construction.
 - 4. Installation of hoisting equipment and appurtenances.
 - 5. Electrical and structural improvements.
- D. The foregoing description(s) shall not be construed as a complete description of all work required.

1.02 CONTRACT DOCUMENTS

- A. Work to be done is shown on the set of Drawings entitled: Picadome Pump Station Upgrades. The numbers and titles of all Drawings appear on the index sheet of the Drawings. All drawings so enumerated shall be considered an integral part of the Contract Documents as defined herein.

1.03 GENERAL ARRANGEMENT

- A. Drawings indicate the extent and general arrangement of the work. If any departures from the Drawings are deemed necessary by the Contractor to accommodate the materials and equipment he proposes to furnish, details of such departures and reasons therefore shall be submitted as soon as practicable to the Engineer for approval. No such departures shall be made without the prior written approval of the Engineer. Approved changes shall be made without additional cost to the Owner for this work or related work under other Contracts of the Project.

1.04 CONSTRUCTION PERMITS, EASEMENTS AND ENCROACHMENTS

- A. The Owner shall obtain or cause to be obtained all permanent and temporary construction easements as shown on the Drawings or required for completion of the Work. The Contractor shall verify that these easements have been obtained and shall comply with the conditions set forth in each easement.

- B. The Contractor shall obtain, keep current and pay all fees for any necessary construction permits from those authorities, agencies, or municipalities having jurisdiction over land areas, utilities, or structures which are located within the Contract limits and which will be occupied, encountered, used, or temporarily interrupted by the Contractor's operations unless otherwise stated. Record copies of all permits shall be furnished to the Engineer.
- C. When construction permits are accompanied by regulations or requirements issued by a particular authority, agency or municipality, it shall be the Contractor's responsibility to familiarize himself and comply with such regulations or requirements as they apply to his operations on this Project.

1.05 ADDITIONAL ENGINEERING SERVICES

- A. In the event that the Engineer is required to provide additional engineering services as a result of substitution of materials or equipment by the Contractor which are not "or equal", or changes by the Contractor in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or if the Engineer is required to examine and evaluate any changes proposed by the Contractor for the convenience of the Contractor, then the Engineer's charges in connection with such additional services shall be charged to the Contractor by the Owner.
- B. In the event that the Engineer is required to provide additional engineering services as a result of Contractor's errors, omissions, or failure to conform to the requirements of the Contract Documents, or if the Engineer is required to examine and evaluate any changes proposed by the Contractor solely for the convenience of the Contractor, then the Engineer's charges in connection with such additional services shall be charged to the Contractor by the Owner.

1.06 ADDITIONAL OWNER'S EXPENSES

- A. In the event the Work of this Contract is not completed within the time set forth in the Contract or within the time to which such completion may have been extended in accordance with the Contract Documents, the additional engineering or inspection charges incurred by the Owner may be charged to the Contractor and deducted from the monies due him. Extra work or supplemental Contract work added to the original Contract, as well as extenuating circumstances beyond the control of the Contractor, will be given due consideration by the Owner before assessing engineering and inspection charges against the Contractor.
- B. Unless otherwise specifically permitted, the normal time of work under this Contract is limited to 40 hours per week, Monday through Friday. Work beyond these hours will result in additional expense to the Owner. Any expenses and/or damages, including the cost of the Engineer's on site personnel, arising from the Contractor's operations beyond the hours and days specified above shall be borne by the Contractor.
- C. Charges assessed to the Contractor for additional engineering and inspection costs will be determined based on actual hours charged to the job by the Engineer. Daily rates will depend on the number and classifications of employees involved, but in no case shall such charges exceed \$500 per day for field personnel based on an eight hour workday. Additional charges will apply if multiple personnel are needed or if engineering time is required as part of the work outside the contract times.
- D. Charges for additional Owner's expenses shall be in addition to any liquidated damages assessed in accordance with the Contract.

1.07 TIME OF WORK

- A. The normal time of work for this Contract is limited to 40 hours per week and shall generally be between the hours of **7:00 a.m. and 6:00 p.m., Monday through Friday**. The Contractor may work beyond these hours or on weekends with written approval from the Owner provided that all costs incurred by the Owner for any additional engineering shall be borne by the Contractor. The Owner shall deduct the cost of additional engineering from monies due the Contractor.
- B. If it shall become imperative to perform work outside of the normal working hours the Owner and Engineer shall be informed a reasonable time in advance of the beginning of such work. Temporary lighting and all other necessary facilities for performing and inspecting the work shall be provided and maintained by the Contractor.

1.08 SURVEYS AND LAYOUT

- A. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings or as directed by the Engineer. Elevations of existing ground and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation. Any error or apparent discrepancy in the data shown or omissions of data required for accurately accomplishing the stake out survey shall be referred immediately to the Engineer for interpretation or correction.
- B. All survey work for construction control purposes shall be made by the Contractor at his expense. The Contractor shall provide a Licensed Surveyor as Chief of Party, competently qualified survey party, all necessary instruments, stakes, and other material to perform the work.
- C. Contractor shall establish all baselines for the location of the principal component parts of the work together with a suitable number of bench marks adjacent to the work. Based upon the information provided by the Contract Drawings, the Contractor shall develop and make all detail surveys necessary for construction, including stakes for all working points, lines and elevations.
- D. Contractor shall have the responsibility to carefully preserve the bench marks, reference points and stakes, and in the case of destruction thereof by the Contractor or resulting from his negligence, the Contractor shall be charged with the expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.
- E. Existing or new control points, property markers and monuments that will be or are destroyed during the normal causes of construction shall be reestablished by the Contractor and all reference ties recorded therefore shall be furnished to the Engineer. All computations necessary to establish the exact position of the work shall be made and preserved by the Contractor.
- F. The Engineer may check all or any portion of the work and the Contractor shall afford all necessary assistance to the Engineer in carrying out such checks. Any necessary corrections to the work shall be immediately made by the Contractor. Such checking by the Engineer shall not relieve the Contractor of any responsibilities for the accuracy or completeness of his work.
- G. At completion of the work, the Contractor shall furnish Record Drawings indicating the final layout of all constructed piping and manholes and finished grades constructed or changed as part of this work.

1.09 FIRE PROTECTION

- A. Contractor shall take all necessary precautions to prevent fires at or adjacent to the work and shall provide adequate facilities for extinguishing fires which do occur. Burning shall not be permitted on site.
- B. When fire or explosion hazards are created in the vicinity of the work as a result of the locations of fuel tanks or similar hazardous utilities or devices, the Contractor shall immediately alert the local Fire Marshal, the Engineer, and the Owner of such tank or device. The Contractor shall exercise all safety precautions and shall comply with all instructions issued by the Fire Marshal and shall cooperate with the Owner of the tank or device to prevent the occurrence of fire or explosion.

1.10 CHEMICALS

- A. All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, or reactant of other classification, must show approval of either the EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with all applicable rules and regulations.

1.11 FIRST AID FACILITIES AND ACCIDENTS

A. First Aid Facilities

- 1. The Contractor shall provide at the site such equipment and facilities as are necessary to supply first aid to any of his personnel who may be injured in connection with the work.

B. Accidents

- 1. The Contractor shall promptly report, in writing, to the Engineer and Owner all accidents whatsoever out of, or in connection with, the performance of the work, whether on or adjacent to the site, which cause death, personal injury or property damage, giving full details and statements of witnesses.
- 2. If death, serious injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Owner and the Engineer.
- 3. If any claim is made by anyone against the Contractor or a Subcontractor on account of any accidents, the Contractor shall promptly report the facts, in writing, to the Engineer and Owner, giving full details of the claim.

1.12 ULTIMATE DISPOSITION OF CLAIMS BY ONE CONTRACTOR ARISING FROM ALLEGED DAMAGE BY ANOTHER CONTRACTOR

- A. During the progress of the Work, other Contractors may be engaged in performing other work or may be awarded other Contracts for additional work on this project. In that event, the Contractor shall coordinate the work to be done hereunder with the work of such other Contractors and the Contractor shall fully cooperate with such other Contractors and carefully fit its own work to that provided under other Contracts as may be directed by the Engineer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.
- B. If the Engineer shall determine that the Contractor is failing to coordinate his work with the work of the other Contractors as the Engineer directed, then the Owner shall have the right to withhold any payments otherwise due hereunder until the Contractor completely complies with the Engineer's directions.

- C. If the Contractor notifies the Engineer in writing that another Contractor is failing to coordinate his work with the work of this Contract as directed, the Engineer will promptly investigate the charge. If the Engineer finds it to be true, he will promptly issue such directions to the other Contractor with respect thereto as the situation may require. The Owner, the Engineer, nor any of their agents shall not, however, be liable for any damages suffered by the Contractor by reason of the other Contractor's failure to promptly comply with the directions so issued by the Engineer, or by reason of another Contractor's default in performance, it being understood that the Owner does not guarantee the responsibility or continued efficiency of any Contractor.
- D. The Contractor shall indemnify and hold the Owner and the Engineer harmless from any and all claims of judgments for damages and from costs and expenses to which the Owner may be subjected or which it may suffer or incur by reason of the Contractor's failure to promptly comply with the Engineer's directions.
- E. Should the Contractor sustain any damage through any act or omission of any other Contractor having a Contract with the Owner for the performance of work upon the site or of work which may be necessary to be performed for the proper execution of the work to be performed hereunder, or through any act or omission of a Subcontractor of such Contract, the Contractor shall have no claim against the Owner or the Engineer for such damage, but shall have a right to recover such damage from the other Contractor under the provision similar to the following provisions which have been or will be inserted in the Contracts with such other Contractors.
- F. Should any other Contractor having or who shall hereafter have a Contract with the Owner for the performance of work upon the site sustain any damage through any act or omission of the Contractor hereunder or through any act or omission of any Subcontractor of the Contractor, the Contractor agrees to reimburse such other Contractor for all such damages and to defend at his own expense any suit based upon such claim and if any judgment or claims against the Owner shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and shall indemnify and hold the Owner harmless from all such claims.
- G. The Owner's right to indemnification hereunder shall in no way be diminished, waived or discharged, by its recourse to assessment of liquidated damages as provided in the Contract, or by the exercise of any other remedy provided for by Contract Documents or by law.

1.13 BLASTING AND EXPLOSIVES

- A. No blasting is allowed.

1.14 LIMITS OF WORK AREA

- A. The Contractor shall confine his construction operations within the Contract limits shown on the Drawings and/or property lines and/or fence lines. Storage of equipment and materials, or erection and use of sheds outside of the Contract limits, if such areas are the property of the Owner, shall be used only with the Owner's approval. Such storage or temporary structures, even within the Contract's limits, shall not be placed on properties designated as easements or rights-of-way unless specifically permitted elsewhere in the Contract Documents.
- B. The Contractor shall secure, insure, maintain, rent/lease, and restore staging area.
- C. The Contractor shall provide Engineer and Owner copy of agreement with landowner of staging areas.

1.15 WEATHER CONDITIONS

- A. The Contractor shall take necessary precautions (in the event of impending storms) to protect all work, materials, or equipment from damage or deterioration due to floods, driving rain, or wind, and snow storms. The Owner reserves the right, through the opinion of the Engineer, to order that additional protection measures over and beyond those proposed by the Contractor, be taken to safeguard all components of the Project. The Contractor shall not claim any compensation for such precautionary measures so ordered, nor claim any compensation from the Owner for damage to the work from weather elements.

1.16 PERIODIC CLEANUP: BASIC SITE RESTORATION

- A. During construction, the Contractor shall regularly remove from the site of the work all accumulated debris and surplus materials of any kind which result from his operations. Unused equipment and tools shall be stored at the Contractor's staging area for the Project.
- B. As the work involves installation of sewers, drains, manholes, underground structures, or other disturbance of existing features in or across streets, rights-of-way, easements, or private property, the Contractor shall (as the work progresses) promptly backfill, compact, grade, and otherwise restore the disturbed area to the basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or functions consistent with the original use of the land. The requirements for temporary paving of streets, walks, and driveways are specified elsewhere. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance.
- C. The Contractor shall perform the cleanup work on a regular basis and as frequently as ordered by the Engineer. Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such work shall also be accomplished, when ordered by the Engineer, if partially completed facilities must remain incomplete for some time period due to unforeseen circumstances.
- D. Upon failure of the Contractor to perform periodic cleanup and basic restoration of the site to the Engineer's satisfaction, the Owner may, upon five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the Owner, cause such work for which the Contractor is responsible to be accomplished to the extent deemed necessary by the Engineer, and all costs resulting therefrom shall be charged to the Contractor and deducted from the amounts of money that may be due him.

1.17 USE OF FACILITIES BEFORE COMPLETION

- A. The Owner reserves the right to enter the site and use any portion of the constructed facilities before final completion of the whole work to be done under this Contract. However, only those portions of the facilities which have been completed to the Engineer's satisfaction, as evidenced by his issuing a Certificate of Substantial Completion covering that part of the work, shall be placed in service.
- B. It shall be the Owner's responsibility to prevent premature connections to or use of any portion of the installed facilities by private or public parties, persons or groups of persons, before the Engineer issues his Certificate of Substantial Completion covering that portion of the work to be placed in service.
- C. Consistent with the approved progress schedule, the Contractor shall cooperate with the Owner, his agents, and the Engineer to accelerate completion of those facilities, or portions thereof, which have been designated for early use by the Owner.

1.18 CONSTRUCTION VIDEO

- A. The Contractor shall video the entire project site including all concrete and asphalt pavements, curb and gutter, fencing to remain, structures to be demolished, and existing structures that are to remain or be modified. The original video image shall be turned over to the Engineer prior to beginning construction activities. The video shall be provided as an Audio Video Interleave File (.avi) and shall be provided on a jump/flash drive compatible media only. The video shall clearly identify existing site and structural conditions prior to construction.

PART 2 – PRODUCT (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01025 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 WORK INCLUDED

The Contractor shall furnish all necessary labor, machinery, tools, apparatus, equipment, materials, equipment, service, other necessary supplies and perform all work including all excavation and backfilling (without additional compensation, except where specifically set out in these specifications) at the contract price bid for the work described in Part 2 of this Section.

1.02 PROGRESS AND PAYMENTS SCHEDULES

- A. Within fifteen (15) days after the date of formal execution of the Agreement (Contract), the Contractor shall prepare and submit to the Engineer, for approval, a construction schedule of the Critical Path Method (CPM) type which depicts the Contractor's plan for completing the contract requirements and show work placement in dollars versus contract time. The Contractor's construction schedule must be approved by the Engineer before any payments shall be made on this contract.
- B. Within fifteen (15) days after the date of formal execution of the Agreement (Contract), the Contractor shall prepare and submit to the Engineer, for approval, a periodic estimate which depicts the Contractor's cost for completing the contract requirements and show by major unit of the project work, the Contractor's dollar value for the material and the labor (two separate amounts) to be used as a basis for the periodic payments. The Contractor's periodic estimate must be approved by the Engineer before any payments shall be made on this contract.
- C. The Engineer's decision as to sufficiency and completeness of the Contractor's construction schedule and periodic estimate shall be final.
- D. The Contractor must make current, to the satisfaction of the Engineer, the construction schedule and periodic estimate each time the Contractor requests a payment on this contract.
- E. The Contractor's construction schedule and periodic estimate must be maintained at the construction site available for inspection and shall be revised to incorporate approved change orders as they occur.
- F. When the Contractor requests a payment on this contract, it must be on the approved periodic estimate and be current. Further, the current periodic estimate and construction schedule (both updated and revised) shall be submitted for review and approval by the Engineer before monthly payments shall be made by the Owner. The Contractor shall submit as stored materials for pay purposes provided proper documentation is provided.
 - a. Documentation for stored materials includes at a minimum, an approved Shop Drawing, materials to be on site, etc. See Specification Section 00800-14.02.A.5 for additional information.
- G. Refer to Section 00800, Articles 14.02.A.6-8 for retainage requirements.

1.03 CLAIMS FOR EXTRA WORK

- A. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost, the Contractor shall give the Engineer written notice of said claim within seven (7) days after the receipt of such instructions, and in any event before proceeding to execute the work, stating clearly and in detail the basis of its claim or claims. No such claim shall be valid unless so made.

- B. Claims for additional compensation for extra work, due to alleged errors in spot elevations, contour lines, or bench marks, shall not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work than would reasonably be estimated from the Drawings and topographical maps issued.
- C. Any discrepancies which may be discovered between actual conditions and those represented by the topographical maps and Drawings shall at once be reported to the Engineer, and work shall not proceed, except at the Contractor's risk, until written instructions have been received by the Contractor from the Engineer.
- D. If, on the basis of the available evidence, the Engineer determines that an adjustment of the Contract Price or time is justifiable, the procedure shall then be as provided herein for "Changes in the Work".
- E. By execution of this Contract, the Contractor warrants that it has visited the site of the proposed work and fully acquainted himself with the conditions there existing relating to construction and labor, and that it fully understands the facilities, difficulties, and restrictions attending the execution of the work under this Contract. The Contractor further warrants that it has thoroughly examined and is familiar with the Drawings, Specifications and all other documents comprising the Contract. The Contractor further warrants that by execution of this Contract its failure when it was bidding on this Contract to receive or examine any form, instrument or document, or to visit the site and acquaint himself with conditions there existing, in no way relieves the Contractor from any obligation under the Contract, and the Contractor agrees that the Owner shall be justified in rejecting any claim based on facts regarding which it should have been on notice as a result thereof.

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

- A. The value of extra (additional) or omitted work shall be determined in one or more of the following ways:
 - 1. On the basis of the actual cost of all the items of labor (including on-the-job supervision), materials, and use of equipment, plus a maximum 15 percent for added work or a minimum 15 percent for deleted work which shall cover the Contractor's general supervision, overhead and profit.
 - a. Labor may include on-site supervision, on-site project management, in addition to field personal associated with the work.
 - b. In case of subcontracts, the 15 percent (maximum for added work and minimum for deleted work) is interpreted to mean the subcontractor's supervision, overhead and profit, and an additional 5 percent (maximum for added work and minimum for deleted work) may then be added to such costs to cover the General Contractor's supervision, overhead and profit.
 - c. The cost of labor shall include required insurance, taxes and fringe benefits.
 - d. Equipment costs shall be based on current rental rates in Lexington, KY.
 - 2. By estimate and acceptance in a lump sum.
 - 3. By unit prices named in the Contract or subsequently agreed upon.
- B. Provided, however, that the cost or estimated cost of all extra (additional) work shall be determined in advance of authorization by the Engineer and approved by the Owner.

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

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 PAY ITEMS

- A. The Contractor shall furnish all necessary labor, machinery, tools, apparatus, equipment, materials, service and other necessary supplies and perform all Work shown on the Drawings and/or described in the Specifications and Contract Documents at the lump sum price as indicated by the Bidder in the Bid.

END OF SECTION

SECTION 01040 - COORDINATION

PART 1 - GENERAL

1.01 THE REQUIREMENT

- A. The Contractor shall allow the Owner or his agents, and other project Contractors or their agents, to enter upon the work for the purpose of constructing, operating, maintaining, removing, repairing, altering, or replacing such pipes, sewers, conduits, manholes, wires, poles, or other structures and appliances which may be required to be installed at or in the work. The Contractor shall cooperate with all aforesaid parties and shall allow reasonable provisions for the prosecution of any other work by the Owner, or others, to be done in connection with his work, or in connection with normal use of the facilities.
- B. Each Contractor shall cooperate fully with the Owner, the Engineer, and all other Contractors employed on the Work, to effect proper coordination and progress to complete the project on schedule and in proper sequence. Insofar as possible, decisions of all kinds required from the Engineer shall be anticipated by the Contractor to provide ample time for inspection, or the preparation of instructions.
- C. Each Contractor shall assume full responsibility for the correlation of all parts of his work with that of other Contractors. Each Contractor's superintendent shall correlate all work with other Contractors in the laying out of work. Each Contractor shall lay out his own work in accordance with the Drawings, Specifications, and instructions of latest issue and with due regard to the work of other Contractors.
- D. Monthly general progress coordination meetings will be held at regularly scheduled times convenient for all parties involved. These meetings are in addition to specific meetings held for other purposes, such as special pre-installation meetings. Representation at each meeting by every part currently involved in coordination or planning for the work of the entire project is requested. Meetings shall be conducted in a manner that will resolve coordination problems. Results of the meetings shall be recorded and copies distributed to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.02 COORDINATION OF CRAFTS, TRADES, AND SUBCONTRACTORS

- A. The Contractor shall coordinate the work of all crafts, trades and subcontractors engaged on the Work, and he shall have final responsibility as regards the schedule, workmanship and completeness of each and all parts of the work.
- B. Each Subcontractor is expected to be familiar with the General requirements and all sections of the detailed Specifications for all other trades and to study all Drawings applicable to his work to the end that complete coordination between trades will be effected. Consult the Engineer if conflicts exist on the Drawings.
- C. Contractor's Superintendent, or his designee who is employed by Contractor, must be on site at all times when work is being performed, except for periods which will not exceed 1 hour.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01200 - PROJECT MEETINGS

PART 1 - GENERAL

1.01 PRECONSTRUCTION MEETING

- A. A preconstruction meeting will be held after Award of Contract, but prior to starting work at the site. Contractor's Project Manager and Site Superintendent are required to attend, as are representatives of all major subcontractors. Progress schedule update shall be submitted in advance of each meeting.

1.02 PROGRESS MEETINGS

- A. Progress meetings will be held monthly at the Division of Water Quality offices during the performance of the Work. Additional progress meetings may be called as progress of work dictates. Prior to each progress meeting, Contractor shall submit a progress report summarizing the work completed over the past month and providing a look ahead at the work to be done over the next month.
- B. Minimum Agenda for meeting shall include:
1. Review and approve minutes of previous meetings.
 2. Review progress of Work since last meeting.
 3. Review proposed 30 day construction schedule.
 4. Note and identify problems which impede planned progress.
 5. Develop corrective measures and procedures to regain planned schedule.
 6. Revise construction schedule as indicated and plan progress during next work period.
 7. Maintaining of quality and work standards.
 8. Complete other current business.
 9. Schedule next progress meeting.

1.03 SPECIAL MEETINGS

- A. Owner or Engineer may schedule special meetings at the site or at Division of Water Quality offices to resolve construction issues. Contractor and when appropriate, subcontractors, shall attend upon request. No additional compensation shall be paid for meeting attendance.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.01 THE REQUIREMENT

A. Progress Schedule

1. Within thirty (30) days after execution of the Agreement, but at least 20 days prior to submitting the first application for a progress payment, the Contractor shall prepare and submit three (3) copies of his proposed progress schedule to the Engineer for review and approval.
2. If so required, the schedule shall be revised until it is approved by the Engineer.
3. The schedule shall be updated monthly, depicting progress to the last day of the month and three (3) copies submitted to the Engineer not later than the fifth day of the month with the application for progress payment.
4. The schedule shall be prepared in the form of a horizontal bar chart showing in detail the proposed sequence of the work and identifying construction activities for each structure and for each portion of work.
5. The schedule shall be time scaled, identifying the first day of each week. The Schedule shall be provided with estimated dates for Early Start, Early Finish, Late Start and Late Finish as applicable. The work shall be scheduled to complete the Project within the Contract time. The Late Finish date shall equal the Contract Completion Date.
6. The schedule shall show duration (number of days) and float for each activity. Float shall be defined as the measure of leeway in starting or completing a scheduled activity without adversely affecting the project completion date established by the Contract Documents.
7. The updated schedule shall show all changes since the previous submittal.
8. All revisions to the schedule must have the prior approval of the Engineer.

B. Equipment and Material Orders Schedule

1. Contractor shall prepare and submit three (3) copies of his schedule of principal items of equipment and materials to be purchased to the Engineer for review and approval.
2. If so required, the schedule shall be revised until it is approved by the Engineer.
3. The schedule shall be updated monthly and three (3) copies submitted to the Engineer not later than the fifth day of every month with the application for progress payment.
4. The updated schedule shall be based on the Progress Schedule developed under the requirements of Paragraph 1.01(A) of this Section.
5. The schedule shall be in tabular form with appropriate spaces to insert the following information for principal items of equipment and materials:
 - a. Dates on which Shop Drawings are requested and received from the manufacturer.
 - b. Dates on which certification is received from the manufacturer and transmitted to the Engineer.

- c. Dates on which Shop Drawings are submitted to the Engineer and returned by the Engineer for revision.
- d. Dates on which Shop Drawings are revised by manufacturer and resubmitted to the Engineer.
- e. Date on which Shop Drawings are returned by Engineer annotated either "Furnish as Submitted" or "Furnish as Corrected".
- f. Date on which accepted Shop Drawings are transmitted to manufacturer.
- g. Date of manufacturer's scheduled delivery.
- h. Date on which delivery is actually made.

C. Working Drawings

- 1. Within thirty (30) days after the Notice to Proceed, each prime Contractor shall prepare and submit three (3) copies of his preliminary schedule of Working Drawing submittals to the Engineer for review and approval. If so required, the schedule shall be revised until it is approved by the Engineer.
- 2. Working Drawings include, but are not limited to, Shop Drawings, layout drawings in plan and elevation, installation drawings, etc. Contractor shall be responsible for securing all of the information, details, dimensions, Drawings, etc., necessary to prepare the Working Drawings required and necessary under this Contract and to fulfill all other requirements of his Contract. Contractor shall secure such information, details, Drawings, etc., from all possible sources including the Drawings, Working Drawings prepared by subcontractors, Engineers, suppliers, etc.
- 3. In the event that the Engineer is required to provide additional engineering services as a result of a substitution of materials or equipment by the Contractor, the additional services will be provided in accordance with Section 01010 - Summary of Work, and will be covered in supplementary or revised Drawings which will be issued to the Contractor. All changes indicated that are necessary to accommodate the equipment and appurtenances shall be incorporated into the Working Drawings submitted to the Engineer.
- 4. Shop Drawings
 - a. Contractor shall submit for review by the Engineer Shop Drawings for all fabricated work and for all manufactured items required to be furnished by the Contract Documents.
 - b. Structural and all other layout Drawings prepared specifically for the Project shall have a plan scale of not less than 1/4-inch = 1 foot.
 - c. The submitted documents shall provide information indicating that the materials are in conformance with the Technical Specifications and Contract Documents.
 - d. Where manufacturer's publications in the form of catalogs, brochures, illustrations or other data sheets are submitted in lieu of prepared Shop Drawings, such submittals shall specifically indicate the item for which approval is requested. Identification of items shall be made in ink, and submittals showing only general information are not acceptable.

5. Contractor Responsibilities

- a. All submittals from subcontractors, manufacturers or suppliers shall be sent directly to the Contractor for checking. Contractor shall thoroughly check all Drawings for accuracy and conformance to the intent of the Contract Documents. Drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors, manufacturers, or suppliers by the Contractor for correction before submitting them to the Engineer.
- b. All submittals shall be bound, dated, properly labeled and consecutively numbered. Information on the label shall indicate Specification Section, Drawing number, subcontractors', manufacturer's or supplier's name and the name or type of item the submittal covers. Each part of a submittal shall be marked and tabulated.
- c. Working Drawings shall be submitted as a single complete package including all associated drawings relating to a complete assembly of the various parts necessary for a complete unit or system.
- d. Shop Drawings shall be submitted as a single complete package for any operating system and shall include all items of equipment and any mechanical units involved or necessary for the functioning of such system.
- e. ALL SUBMITTALS SHALL BE THOROUGHLY CHECKED BY THE CONTRACTOR FOR ACCURACY AND CONFORMANCE TO THE INTENT OF THE CONTRACT DOCUMENTS BEFORE BEING SUBMITTED TO THE ENGINEER AND SHALL BEAR THE CONTRACTOR'S STAMP OF APPROVAL CERTIFYING THAT THEY HAVE BEEN SO CHECKED. SUBMITTALS WITHOUT THE CONTRACTOR'S STAMP OF APPROVAL WILL NOT BE REVIEWED BY THE ENGINEER AND WILL BE RETURNED TO THE CONTRACTOR. Any comments added to the drawings by the Contractor shall be done in green ink so as to denote any Contractor notes.
- f. If the submittals contain any departures from the Contract Documents, specific mention thereof shall be made in the Contractor's letter of transmittal. Otherwise, the review of such submittals shall not constitute approval of the departure.
- g. No materials shall be ordered, fabricated or shipped or any work performed until the Engineer returns to the Contractor the submittals, herein required, annotated either "Furnish as Submitted" or "Furnish as Corrected".
- h. Where errors, deviations, and/or omissions are discovered at a later date in any of the submittals, the Engineer's prior review of the submittals does not relieve the Contractor of the responsibility for correcting all errors, deviations, and/or omissions.

6. Procedure for Review

- a. Submittals shall be transmitted in sufficient time to allow the Engineer at least thirty (30) working days for review and processing.
- b. Engineer prefers initial submittals be in electronic media for review. Once the submittal is reviewed, Contractor to provide two (2) paper hardcopies.
- c. If Contractor does not have capability to submit electronic submittals, then Contractor shall submit two (2) prints of each submittal to the Engineer for review for all Drawings greater than 11-inches by 17-inches in size, as well as six (6) copies of all other material. If electronic submittals are used, the Contractor shall submit two (2) hardcopies of each submittal to the Engineer once the submittal has been reviewed.

- d. Submittal shall be accompanied by a letter of transmittal, in duplicate, containing date, project title, Contractor's name, number and titles of submittals, notification of departures and any other pertinent data to facilitate review.
- e. Submittals will be annotated by the Engineer in one of the following ways:
 - "Furnish as Submitted" - no exceptions are taken.
 - "Furnish as Corrected" - minor corrections are noted and shall be made.
 - "Revise and Resubmit" - major corrections are noted and a resubmittal is required.
 - "Rejected" - Based on the information submitted, the submission is not in conformance with the Contract Documents. The deviations from the Contract Documents are too numerous to list and a completely revised submission of the proposed equipment or a submission of other equipment is required.
- f. If a submittal is satisfactory to the Engineer, the Engineer will annotate the submittal "Furnish as Submitted" or "Furnish as Corrected", retain four (4) copies and return remaining copies to the Contractor.
- g. If a resubmittal is required, the Engineer will annotate the submittal "Revise and Resubmit" and transmit five (5) copies to the Contractor for appropriate action.
- h. Contractor shall revise and resubmit submittals as required by the Engineer until submittals are acceptable to the Engineer. It is understood by the Contractor that Owner may charge the Contractor the Engineer's charges for review in the event a submittal is not approved (either "Furnish as Submitted" or "Furnish as Corrected") by the third submittal for a system or piece of equipment. These charges shall be for all costs associated with engineering review, meetings with the Contractor or manufacturer, etc., commencing with the fourth submittal of a system or type of equipment submitted for a particular Specification Section.
- i. Acceptance of a Working Drawing by the Engineer will constitute acceptance of the subject matter for which the Drawing was submitted and not for any other structure, material, equipment or appurtenances indicated or shown.

7. Engineer's Review

- a. Engineer's review of the Contractor's submittals shall in no way relieve the Contractor of any of his responsibilities under the Contract. An acceptance of a submittal shall be interpreted to mean that the Engineer has no specific objections to the submitted material, subject to conformance with the Contract Drawings and Specifications. The Engineer will denote any notes in red ink so as to record his comments.
- b. Engineer's review will be confined to general arrangement and compliance with the Contract Drawings and Specifications only, and will not be for the purpose of checking dimensions, weights, clearances, fittings, tolerances, interferences, coordination of trades, etc.

8. Record Working Drawings

- a. Prior to final payment, the Contractor shall furnish the Engineer one complete set of all accepted Working Drawings, including Shop Drawings, for equipment, piping, electrical work, heating system, ventilating system, air conditioning system, instrumentation system, plumbing system, structural, interconnection wiring diagrams, etc.

- b. Manufacturer's publications, submitted in lieu of prepared Shop Drawings, will not be required in reproducible form. However, three (3) sets of such material shall be furnished by the Contractor to the Engineer.
- c. Working Drawings furnished shall be corrected to include any departures from previously accepted Drawings.

D. Construction Photographs

1. The General Contractor shall take photographs at the locations and at such stages of the construction as directed by the Engineer. Digital format shall be used. Provide all pictures for a given period on a CD or DVD.
2. Provide the equivalent of 36 different exposures per month for the duration of the Contract time. When directed by the Engineer, frequency of photographs may be increased to weekly sessions provided that the equivalent number of exposures is not exceeded. Engineer may waive requirements for photographs during inactive construction periods in favor of increased photographs during active construction sequences.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01320 - PROGRESS SCHEDULES

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

A. Scheduling Responsibilities:

1. In order to provide a definitive basis for determining job progress, a construction schedule of a type approved by the Owner will be used to monitor the project.
2. Each week the Contractor shall be responsible for preparing the schedule and updating it based on a tentative two week basis. It shall at all times remain the Contractor's responsibility to schedule and direct his forces in a manner that will allow for the completion of the work within the contractual period.

B. Construction Hours: see Section 01010 – Summary of Work – for construction working hours requirements.

C. Progress of the Work:

1. The work shall be started within ten (10) days following the Notice to Proceed and shall be executed with such progress as may be required to prevent delay to other Contractors or to the general completion of the project. The work shall be executed at such times and in or on such parts of the project, and with such forces, material and equipment, to assure completion of the work in the time established by the Contract.
2. The Contractor agrees that whenever it becomes apparent from the current monthly schedule update that delays have resulted and, hence, that the Contract completion date will not be met or when so directed by the Owner, he will take some or all of the following actions at no additional cost to the Owner:
 - a. Increase construction manpower in such quantities and crafts as will substantially eliminate the backlog of work.
 - b. Increase the number of working hours per shift, shifts per working day or days per week, the amount of construction equipment, or any combination of the foregoing to substantially eliminate the backlog of work.
 - c. Reschedule activities to achieve maximum practical concurrency of accomplishment of activities, and comply with the revised schedule.
 - d. The Contractor shall submit to the Owner or the Owner's representative for review a written statement of the steps he intends to take to remove or arrest the delay to the critical path in the accepted schedule.

1.02 CONSTRUCTION SCHEDULE

- A. Within ten (10) calendar days of the Notice to Proceed, the Contractor shall submit to the Engineer five (5) copies of his proposed schedule. The schedule will be the subject of a schedule review meeting with the Contractor, the Engineer and the Owner or the Owner's representative within one (1) week of its submission. The Contractor will revise and resubmit the schedule until it is acceptable and accepted by the Owner or the Owner's representative.

1.03 CONTRACT COMPLETION TIME

A. Causes for Extensions:

The Contract completion time will be adjusted only for causes specified in this Contract. In the event the Contractor requests an extension of any Contract completion date, he shall furnish such justification and supporting evidence as the Owner or the Owner's representative may deem necessary for a determination as to whether the Contractor is entitled to an extension of time under the provisions of this Contract. The Owner, with the assistance of the Engineer, will, after receipt of such justification and supporting evidence, make findings of fact and will advise the Contractor in writing thereof.

B. Requests for Time Extension:

Each request for change in any Contract completion date shall be initially submitted to the Owner within the time frame stated in the General Conditions. All information known to the Contractor at that time concerning the nature and extent of the delay shall be transmitted to the Owner at that time. Within the time frame stated in the General Conditions but before the date of final payment under this Contract, all information as required above concerning the delay must be submitted to the Owner. No time extension will be granted for requests which are not submitted within the foregoing time limits.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01400 - QUALITY CONTROL

PART 1 - GENERAL

1.01 THE REQUIREMENT

A. Testing Laboratory Services

1. Laboratory testing and checking required by the Specifications, including the cost of transporting all samples and test specimens, shall be provided and paid for by the Owner unless otherwise indicated in the Specifications.
2. Materials to be tested include, but are not necessarily limited to the following: cement, concrete aggregate, concrete, and reinforcing steel.
3. Tests required by the Owner shall not relieve the Contractor from the responsibility of supplying test results and certificates from manufacturers or suppliers to demonstrate conformance with the Specifications.
4. In place testing of compacted materials will be conducted as specified or recommended by Engineer.
5. Procedure
 - a. The Contractor shall plan and conduct his operations to permit taking of field samples and test specimens, as required, and to allow adequate time for laboratory tests.
 - b. The collection, field preparation and storage of field samples and test specimens shall be as directed by the Engineer with the cooperation of the Contractor.
6. Significance of Tests
 - a. Test results shall be binding on both the Contractor and the Owner, and shall be considered irrefutable evidence of compliance or noncompliance with the Specification requirements, unless supplementary testing shall prove, to the satisfaction of the Owner, that the initial samples were not representative of actual conditions.
7. Supplementary and Other Testing
 - a. Nothing shall restrict the Contractor from conducting tests he may require. Should the Contractor at any time request the Owner to consider such test results, the test reports shall be certified by an independent testing laboratory acceptable to the Owner. Testing of this nature shall be conducted at the Contractor's expense.

1.02 IMPERFECT WORK OR MATERIALS

- A. Any defective or imperfect work or materials furnished by the Contractor which is discovered before the final acceptance of the work, as established by the Certificate of Substantial Completion, or during the subsequent guarantee period, shall be removed immediately even though it may have been overlooked by the Engineer and estimated for payment. Any materials condemned or rejected by the Engineer shall be tagged as such and shall be immediately removed from the site. Satisfactory work or materials shall be substituted for that rejected.
- B. The Engineer may order tests of imperfect or damaged work or materials to determine the required functional capability for possible acceptance, if there is no other reason for rejection.

The cost of such tests shall be borne by the Contractor; and the nature, tester, extent and supervision of the tests will be as determined by the Engineer. If the results of the tests indicate that the required functional capability of the work or material was not impaired, consistent with the final general appearance of same, the work or materials may be deemed acceptable. If the results of such tests reveal that the required functional capability of the questionable work or materials has been impaired, then such work or materials shall be deemed imperfect and shall be replaced. The Contractor may elect to replace the imperfect work or material in lieu of performing the tests.

1.03 INSPECTION AND TESTS

- A. The Contractor shall allow the Engineer ample time and opportunity for testing materials to be used in the work. He shall advise the Engineer promptly upon placing orders for material so that arrangements may be made, if desired, for inspection before shipment from the place of manufacture. The Contractor shall at all times furnish the Engineer and his representatives, facilities including labor, and allow proper time for inspecting and testing materials and workmanship. The Contractor must anticipate possible delays that may be caused in the execution of his work due to the necessity of materials being inspected and accepted for use. The Contractor shall furnish, at his own expense, all samples of materials required by the Engineer for testing, and shall make his own arrangements for providing water, electric power, or fuel for the various inspections and tests of structures and material.
- B. Where other tests or analyses are specifically required in other Sections of these Specifications, the cost thereof shall be borne by the party (Owner or Contractor) so designated in such Sections. The Owner will bear the cost of all tests, inspections, or investigations undertaken by the order of the Engineer for the purpose of determining conformance with the Contract Documents if such tests, inspection, or investigations are not specifically required by the Contract Documents, and if conformance is ascertained thereby. Whenever nonconformance is determined by the Engineer as a result of such tests, inspections, or investigations, the Contractor shall bear the full cost thereof or shall reimburse the Owner for said cost. In this connection, the cost of any additional tests and investigations, which are ordered by the Engineer to ascertain subsequent conformance with the Contract Documents, shall be borne by the Contractor.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01510 - TEMPORARY UTILITIES

PART 1 - GENERAL

1.01 THE REQUIREMENT

A. The General Contractor shall provide temporary sanitary facilities for the construction operations of this Contract. The temporary services shall be provided for use throughout the construction period.

B. Temporary Sanitary Service

Sanitary conveniences, in sufficient numbers, for the use of all persons employed on the work and properly screened from public observation, shall be provided and maintained at suitable locations by the General Contractor, all as prescribed by State Labor Regulations and local ordinances. The contents of same shall be removed and disposed of in a manner consistent with local and state regulations, as the occasion requires. Sanitary facilities shall be removed from the site when no longer required.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01520 - MAINTENANCE OF UTILITY OPERATIONS DURING CONSTRUCTION

PART 1 - GENERAL

1.01 THE REQUIREMENT

- A. The pump station, gravity sewer, and force main systems shall be maintained in continuous operation during the entire construction period of all Contracts as hereinafter specified. The intent of this section is to outline the minimum requirements necessary to provide continuous transference of wastewater throughout the construction period.
- B. Work under each Contract shall be scheduled and conducted by each Contractor so as to not reduce the quality of near-by water streams or cause odor or other nuisance except as explicitly permitted hereinafter. In performing the work shown and specified, the Contractor shall plan and schedule his work to meet the plant and collection system operating requirements, and the constraints and construction requirements as outlined in this Section. No discharge of raw or inadequately treated wastewater shall be allowed. The Contractor shall pay all civil penalties, costs, and assessments associated with any discharge of raw or inadequately treated wastewater associated with the Contractor's work.
- C. The General Contractor shall be responsible for coordinating the general construction and for ensuring that permanent or temporary power is available for all existing, proposed, and temporary facilities that are required to be on line at any given time.
- D. The Contractor has the option of providing additional temporary facilities that can eliminate a constraint, provided it is done without cost to the Owner and provided that all requirements of these Specifications are fulfilled and approved by the Engineer.

1.02 TEMPORARY BYPASS PUMPING

- A. Requirements for this section shall apply to all pumping required for Contractor to perform tie-ins, shutdowns, etc. for construction of the work. Temporary bypass pumping shall be performed in accordance with this section unless noted otherwise herein. Temporary pumping system design calculations and equipment information shall be submitted for review by Engineer per Section 01300. Calculations shall be stamped by a professional engineer registered in the Commonwealth of Kentucky.
- B. Contractor shall furnish, install, maintain, and operate temporary bypass pumping facilities as required to complete the Work. Contractor shall be responsible for all construction necessary to accommodate pumps and piping including but not limited to structure modifications, pump base construction, pipe supports, etc.
- C. The Contractor shall perform a test run of the bypass pumping set-up before being allowed to continue with the full scale bypass pumping.
- D. Contractor shall design the temporary bypass pumping facilities to convey flows from the upstream manholes where existing manhole or sewer tie-ins, replacement, or modifications will be conducted in a manner that will prevent backup of the existing system.
- E. All tie-ins, replacement, or modifications shall be performed during low flow conditions.
- F. All tie-ins, replacement, or modifications Work shall be accomplished as quickly as possible. If Work required extends beyond 8-hours or weather causes higher flows in the existing system during the Work, the new Work shall be stopped and the existing system shall be placed back into service. The new Work shall be properly protected from damage. Any damage to the new Work or damage to surrounding areas caused by the new Work shall be

repaired or replaced at the Owner's decision by the Contractor at the Contractor's sole expense.

- G. Contractor shall provide all power, fuel, maintenance materials, parts, and other expendables in order to maintain temporary pumping through the duration of the Work.
- H. Contractor shall provide one standby pump equal in capacity to the largest pump installed. If temporary pumping requires non-identical pumps in series, a standby pump of each type shall be provided. Temporary control system shall start standby pump on high level and dial-out to local contact who will respond and be on-site within an hour to check and address problem. High-high level shall also alarm and dial-out indicating that standby pump is not maintaining level. Temporary pumping system shall be provided by company that has spare pumps ready to be delivered and installed locally if problems occur.
- I. Contractor shall provide standby power or 48-hour on-site fuel storage capacity for diesel engine type pumps to ensure continuous operation at all times.
- J. Contractor shall provide sound attenuation for temporary pumping facilities to limit noise levels to no more than 85 dBA at a distance of 21 feet from the noise source.
- K. Temporary pumping system shall remain fully operational until all modifications are complete and approved by Owner or Engineer.
- L. Following successful completion of the new Work, Contractor shall remove all temporary pumps, piping and appurtenances and restore area and/or structures to original condition prior to start of work.
- M. Contractor shall prepare Temporary Bypass Plan and submit to Owner and Engineer at pre-construction conference for review and approval.
- N. Contractor shall reconnect to existing gravity sewer at the end of each day, weather delay, or completion of Work so that bypass pumping does not occur when not on jobsite. Overnight bypass pumping will only be allowed when directed by Engineer and Owner.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 BYPASS PUMPING

- A. The Contractor shall provide bypass pumping as required to facilitate channel grinder installation. Pump station influent flows vary significantly depending on weather, groundwater conditions and time of day. Contractor shall schedule work during low flow periods and provide bypass pumping to maintain sewer flow.
- B. Influent flows into the pump station are:
 - 1. Peak dry weather flow - 3.1 MGD.
 - 2. Peak wet weather flow, 2-year, 24-hour storm - 6.7 MGD.

END OF SECTION

SECTION 01530 - PROTECTION OF EXISTING FACILITIES

PART 1 - GENERAL

1.01 THE REQUIREMENT

- A. Contractor shall be responsible for the preservation and protection of property adjacent to the work site against damage or injury as a result of his operations under this Contract. Any damage or injury occurring on account of any act, omission or neglect on the part of the Contractor shall be restored in a proper and satisfactory manner or replaced by and at the expense of the Contractor to an equal or superior condition than previously existed.
- B. Contractor shall comply promptly with such safety regulations as may be prescribed by the Owner or the local authorities having jurisdiction and shall, when so directed, properly correct any unsafe conditions created by, or unsafe practices on the part of, his employees. In the event of the Contractor's failure to comply, the Owner may take the necessary measures to correct the conditions or practices complained of, and all costs thereof will be deducted from any monies due the Contractor. Failure of the Engineer to direct the correction of unsafe conditions or practices shall not relieve the Contractor of his responsibility hereunder.
- C. In the event of any claims for damage or alleged damage to property as a result of work under this Contract, the Contractor shall be responsible for all costs in connection with the settlement of or defense against such claims. Prior to commencement of work in the vicinity of property adjacent to the work site, the Contractor, at his own expense, shall take such surveys as may be necessary to establish the existing condition of the property. Before final payment can be made, the Contractor shall furnish satisfactory evidence that all claims for damage have been legally settled or sufficient funds to cover such claims have been placed in escrow, or that an adequate bond to cover such claims has been obtained.

1.02 PROTECTION OF WORK AND MATERIAL

- A. During the progress of the work and up to the date of final payment, the Contractor shall be solely responsible for the care and protection of all work and materials covered by the Contract.
- B. All work and materials shall be protected against damage, injury or loss from any cause whatsoever, and the Contractor shall make good any such damage or loss at his own expense. Protection measures shall be subject to the approval of the Engineer.

1.03 EXISTING UTILITIES AND APPURTENANT STRUCTURES

- A. The term existing utilities shall be deemed to refer to both publicly-owned and privately-owned utilities such as electric power and lighting, telephone, water, gas, storm drains, sanitary sewers and all appurtenant structures.
- B. Where existing utilities and structures are indicated on the Drawings, it shall be understood that all of the existing utilities and structures affecting the work may not be shown and that the locations of those shown are approximate only. It shall be the responsibility of the Contractor to ascertain the actual extent and exact location of existing utilities and structures. In every instance, the Contractor shall notify the proper authority having jurisdiction and obtain all necessary directions and approvals before performing any work in the vicinity of existing utilities.
- C. Prior to beginning any excavation work, the Contractor shall, through field investigations, determine any conflicts or interferences between existing utilities and new utilities to be constructed under this project. This determination shall be based on the actual locations,

elevations, slopes, etc., of existing utilities as determined in the field investigations, and locations, elevation, slope, or other information of new utilities as shown on the Drawings. If an interference exists, the Contractor shall bring it to the attention of the Engineer as soon as possible. If the Engineer agrees that an interference exists, he shall develop a plan to address the interference as required, and obtain the Owner's approval. Additional costs to the Contractor for this change shall be processed through a Change Order as detailed elsewhere in these Contract Documents. In the event the Contractor fails to bring a potential conflict or interference to the attention of the Engineer prior to beginning excavation work, any actual conflict or interference which does arise during the Project shall be corrected by the Contractor, as directed by the Engineer, at no additional expense to the Owner.

- D. The work shall be carried out in a manner to prevent disruption of existing services and to avoid damage to the existing utilities. Temporary connections shall be provided, as required, to insure uninterrupted of existing services. Any damage resulting from the work of this Contract shall be promptly repaired by the Contractor at his own expense in a manner approved by the Engineer and further subject to the requirements of any authority having jurisdiction. Where it is required by the authority having jurisdiction that they perform their own repairs or have them done by others, the Contractor shall be responsible for all costs thereof.
- E. Where excavations by the Contractor require any utility lines or appurtenant structures to be temporarily supported and otherwise protected during the construction work, such support and protection shall be provided by the Contractor. All such work shall be performed in a manner satisfactory to the Engineer and the respective authority having jurisdiction over such work. In the event the Contractor fails to provide proper support or protection to any existing utility, the Engineer may, at his discretion, have the respective authority to provide such support or protection as may be necessary to insure the safety of such utility, and the costs of such measures shall be paid by the Contractor. This is not a pay item.

1.04 DOCUMENTATION OF EXISTING STRUCTURES

- A. The term existing structures shall be deemed to refer to both publicly-owned and privately-owned buildings, structures, and other facilities on the ground surface and any foundations or extensions below the ground surface.
- B. Prior to beginning any excavation work in close proximity to existing structures, the Contractor shall complete a Pre-Construction Survey to assess the condition of existing structures surrounding the work site. The survey must be performed a maximum of 7 days prior to excavation and submitted to the Engineer.
- C. Documentation for the Pre-Construction Survey shall be provided as photographs, videos, and report forms to document each structure. Prior to the Pre-Construction Survey, the construction limits must be flagged. Take photographs and video to show existing conditions adjacent to property and to show existing buildings either on or adjoining property to accurately record physical conditions. Include video and photographs of the visible foundation and wall of the buildings, both inside and outside of each structure. Any existing deformities or cracks must be clearly documented in the video and photographs, and shall be documented from different vantage points.
- D. All photographs and videos shall be digital and provided on compact disc (CD) or digital video disc (DVD). Digital photographs and videos shall be time and date stamped. See Section 01010 for additional video requirements.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01531 – TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.01 THE REQUIREMENT

- A. The Contractor shall be responsible for the protection of existing trees, shrubs, and plants on or adjacent to the work site that are shown or designated to remain in place by the Owner against unnecessary cutting, breaking, or skinning of trunk, branches, bark, or roots. Any damaged trees and plants that die or suffer permanent injury on account of any act, omission, or neglect on the part of the Contractor shall be removed when ordered by the Engineer and replaced by a specimen of equal or better quality at the expense of the Contractor.

1.02 PROTECTION OF TREES AND PLANTS

- A. The term DBH (Diameter at Breast Height) shall be deemed to refer to the total cross sectional diameter in inches of a tree measured at a height of four and one-half (4 ½) feet.
- B. The term Tree Protection Area (TPA) shall be deemed to refer to the circular area surrounding a tree of which the center is the center of the bole of the tree and the radial measurement is one (1) foot per inch up to twenty-four (24) inches DBH and 1.5 feet per inch DBH or trees over twenty-four (24) inches DBH or a lesser distance provided it will not adversely affect the health of protected tree(s).
- C. All areas designated for existing tree preservation by the Engineer shall be protected during construction activity. The TPA shall be surrounded by orange plastic fencing at least four (4) feet tall and clearly visible, with signage every twenty-five (25) feet clearly identifying the TPA.
- D. No vehicles, construction materials, equipment, fuel, or temporary or permanent earth fill shall be placed within a TPA. There shall not be any movement of any vehicles into nor within a TPA. No nails, rope, cable, signs, or fencing is to be attached to a tree within a TPA.
- E. Fires shall not be permitted under or adjacent to trees and plants.
- F. The Contractor shall contact the Division of Environmental Services 2 weeks prior to needing their root protection services. (See Site Specific Notes) All exposed roots shall be covered with earth as soon as possible. The Contractor shall protect root systems from mechanical damage and damage by erosion, flooding, run-off or noxious materials in solution.
- G. If branches or trunks are damaged, it is the responsibility of the Contractor to prune branches immediately and protect the cut or damaged areas with emulsified asphalt compounded specifically for horticultural use in a manner approved by the Engineer.

PART 2 – PRODUCT (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01540 - DEMOLITION AND REMOVAL OF EXISTING STRUCTURES AND EQUIPMENT

PART 1 - GENERAL

1.01 THE REQUIREMENT

- A. This Section covers the demolition, removal, and disposal of structures, pavement, curbs, sidewalk, and any existing equipment. The Contractor shall furnish all labor, materials and equipment to demolish and remove structures and equipment designated to be removed on Drawings.

1.02 TITLE TO EQUIPMENT AND MATERIALS

- A. Contractor shall have no right or title to any of the equipment, materials or other items to be removed from the existing structures unless authorized by Owner.

1.03 CONDITION OF STRUCTURES AND EQUIPMENT

- A. The Owner does not assume responsibility for the actual condition of structures and equipment to be demolished and removed.

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 DEMOLITION AND REMOVALS

- A. The removal of all equipment and piping, and all materials from the demolition of structures shall, when released by the Owner and Engineer, be done by the Contractor and become the Contractor's property, unless otherwise noted, for disposition in any manner not contrary to the Contract requirements and shall be removed from the site to the Contractor's own place of disposal.
- B. Any equipment piping and appurtenances removed without proper authorization, which are necessary for the operation of the existing facilities shall be replaced to the satisfaction of the Engineer at no cost to the Owner.
- C. Excavation caused by demolitions shall be backfilled with fill free from rubbish and debris.
- D. All materials removed by demolition or excavation shall be lawfully and properly handled and disposed according to applicable local, state, and federal laws. Where materials shall be disposed at landfill, manifests and documentation shall be provided to Owner showing / documenting that materials have been properly handled and disposed.

END OF SECTION

SECTION 01550 - SITE ACCESS AND STORAGE

PART 1 - GENERAL

1.01 THE REQUIREMENT

A. Access Roads

1. The Contractor shall utilize existing access roads to perform the work of this Contract. The Contractor shall not damage existing roads and shall coordinate use of roads with LFUCG Park and Division of Water Quality Staff.
2. Existing access roads used by the Contractor shall be suitably maintained by the Contractor at his expense during construction. Contractor shall not be permitted to restrict Owner access to existing facilities. Engineer may direct Contractor to perform maintenance of existing access roads when Engineer determines that such work is required to insure all weather access by the Owner.
3. The Contractor will maintain the primary roads to be free of mud and dirt. All mud and dirt carried from the access roads to the primary roads shall be washed and cleaned.
4. The Contractor shall obtain and pay all cost associated with any bonds required by the Kentucky Department of Transportation for the use of State maintained roads.

B. Parking Areas

1. Each Contractor shall provide parking areas for his personnel in locations approved by the Engineer and the Owner.

C. Restoration

1. At the completion of the Work, the surfaces of land used for access roads and parking areas shall be restored by the Contractor to its original condition and to the satisfaction of the Engineer.

D. Traffic Regulations

1. Contractor shall obey all traffic laws and comply with all the requirements, rules and regulations of the Kentucky Transportation Cabinet, LFUCG, and other local authorities having jurisdiction to maintain adequate warning signs, lights, barriers, etc., for the protection of traffic on public roadways.

E. Storage of Equipment and Materials

1. Contractor shall store his equipment and materials at the job site in accordance with the requirements of the Contract Documents, and as hereinafter specified. All equipment and materials shall be stored in accordance with manufacturer's recommendations and as directed by the Owner or Engineer, and in conformity to applicable statutes, ordinances, regulations and rulings of the public authority having jurisdiction.
2. Contractor shall secure a site for staging area and material storage, including portable restroom facilities. Contractor shall not store materials or encroach upon private property without the written consent of the owners of such private property. Use of public lands must be with the written approval of the Owner.
3. Contractor shall not store unnecessary materials or equipment on the job site, and shall take care to prevent any structure from being loaded with a weight which will endanger its security or the safety of persons.

4. Materials shall not be placed within ten (10) feet of fire hydrants. Gutters, drainage channels and inlets shall be kept unobstructed at all times.
5. Contractor shall provide adequate temporary storage buildings/facilities, if required, to protect materials or equipment on the job site.
6. Contractor shall provide Engineer with copy of agreement with property owner of staging area. Contractor will be responsible for all restoration. Agreement between Contractor and property owner shall include language holding the Owner harmless from responsibility and liability.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01560 - TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 - GENERAL

1.01 GENERAL

- A. Provide and maintain equipment and temporary construction, as necessary to provide controls over environmental and safety conditions at the construction site and adjacent areas. Remove physical evidence of temporary facilities at completion of Work.
- B. Prohibited Construction Activities:
1. Dumping/dumping of excess or unsuitable excavated material in wetlands or floodplains, even with the permission of the property owner.
 2. Locating stockpile storage areas in environmentally sensitive areas.
 3. Indiscriminate, arbitrary, or capricious operation of equipment in any stream corridors, any wetlands, any surface waters, or outside the construction limits.
 4. Pumping of sediment-laden water from trenches or other excavations directly into any surface waters, any stream corridors, any wetlands, or storm sewers; all such water will be properly filtered or settled to remove silt prior to release.
 5. Discharging pollutants such as chemicals, fuels, lubricants, bituminous materials, raw sewage and other harmful waste into or alongside of rivers, streams, impoundments, or into natural or manmade channels leading thereto.
 6. Permanent or unspecified alteration of the flow line of any stream.
 7. Damaging vegetation outside of the construction area.
 8. Disposal of trees, brush, and other debris in any stream corridors, any wetlands, any surface waters, or at unspecified locations.
 9. Open burning of project debris without a permit.
 10. Discharging injurious silica dust concentrations into the atmosphere resulting from breaking, cutting, chipping, drilling, buffing, grinding, polishing, shaping or surfacing closer than 200 feet to places of residences or commercial, professional, quasi-public or public places of human occupation.
 11. Storing construction equipment and vehicles and/or stockpiling construction materials on property, public or private, not previously authorized for such purposes as noted in Section 01550.
 12. Running well point or pump discharge lines through private property or public property and rights-of-way without an easement or the written permission of the property owner and the consent of the ENGINEER.
 13. Non-compliance with the Contractor's, OSHA's, or the Owner's safety requirements.
 14. Operations entailing the use of vibratory hammers or compactors outside the hours listed in Section 01010 - Summary of Work, or outside the hours allowed for construction by local ordinances or regulations.

1.02 SAFETY ADVISORY

- A. Scope: Sewer Installation
 - 1. Maintaining jobsite safety.
 - 2. Maintaining traffic safety.
- B. LFUCG-funded projects have a contractual and legal obligation for performance and breach of contract in regard to the safety of all exposed personnel. Reference the Occupational Safety Health Administration (OSHA) Multi Employer Citation Policy: Multi-employer Worksites, The Creating Employer, The Exposing Employer, The Correcting Employer, The Controlling Employer, Multiple Roles.
- C. The Contractor shall at all times conduct the work safely in order to assure a safe work site. The Contractor shall be responsible for the safety of the Contractor's employees, agents and subcontractors, Owner's personnel and all other personnel or persons at the work site. The Contractor shall be responsible for the adequacy and safety of all construction methods or procedures and the safe prosecution of the work.
- D. The Contractor shall be responsible at all times to conduct the work and keep the work site in compliance with federal, state, and local safety Laws and Regulations, including but not limited to Occupational Safety and Health (OSHA) requirements. This includes shaft drilling operations, concrete moving and placement, confined space entry requirements for trench construction, including use of a trench box or other shoring to support trench walls and proper means of exit from an excavation.
- E. The Contractor shall have an authorized and competent safety representative as defined above on the work site at frequent and regular intervals, or more often, as conditions require. Failure to have such a person at the site as specified herein constitutes an unsafe practice.
- F. The Contractor shall be responsible to suspend Work whenever a Work method or procedure or condition at work site is unsafe.
- G. The Contractor shall submit a written notification to the Owner of any accident or injury. Such notification shall include the Contractor's investigation and what measures are appropriate to avoid such accidents. Payment applications will not be authorized until such notice is provided.
- H. Failure of the Contractor to comply with any provision of this Specification section or the Owner's safety requirements or any federal, state or local safety Laws and Regulations constitute just cause for the Owner to order suspension of Work.
- I. None of the provisions of the section are intended to, nor shall be construed to, create any duty or responsibility on the Owner or Engineer to provide or enforce safety requirements of the Contractor. The duty, responsibility, and liability for safety shall remain with the Contractor.

1.03 AIR POLLUTION AND NOISE CONTROL

- A. Contractor's vehicles and equipment shall be such as to minimize noise to the greatest degree practicable. Noise levels shall conform to the latest OSHA standards and in no case will noise levels be permitted which interfere with the work of the Owner or others.
 - 1. Construction activities will be limited to hours specified in Section 01010 – Summary of Work.

2. Construction equipment will be provided with intake silencers and mufflers, as required by safety standards.
3. All construction vehicles should be equipped with proper emissions control equipment.
4. Periodically check equipment and machinery for proper tuning to minimize exhaust emissions and noise.

1.04 DUST CONTROL

- A. Contractor shall be responsible for controlling objectionable dust caused by his operation of vehicles and equipment, clearing or for any reason whatever. Contractor shall apply water or use other methods subject to the Engineer's approval which will keep dust in the air to a minimum. Dust control measures shall be implemented multiple times throughout each working day if necessary.

1.05 PEST AND RODENT CONTROL

- A. Provide rodent and pest control as necessary to prevent infestation of construction or storage area.
 1. Employ methods and use materials which will not adversely affect conditions at the site or on adjoining properties.

1.06 WATER CONTROL

- A. Contractor shall comply with the Storm Water Pollution Prevention Plan (SWPPP) approved by LFUCG.
- B. Provide methods to control surface water and water from excavations and structures to prevent damage to the Work, the site, or adjoining properties.
- C. Provide, operate and maintain equipment and facilities of adequate size to control surface water.
- D. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the site or to adjoining areas and in conformance with all environmental requirements.

1.07 POLLUTION CONTROL

- A. Provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.
- B. Provide equipment and personnel, perform emergency measures required to contain any spillages, and to remove contaminated soils or liquids.
 1. Excavate and dispose of any contaminated earth offsite, and replace with suitable compacted fill and topsoil.
- C. Take special measures to prevent harmful substances from entering public waters.
 1. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams, or in sanitary or storm sewers.

- D. Provide systems for control of atmospheric pollutants.
 - 1. Prevent toxic concentrations of chemicals.
 - 2. Prevent harmful dispersal of pollutants into the atmosphere.
- E. All Contractor's equipment used during construction shall conform to all current federal, state and local laws and regulations.

1.08 EROSION AND SEDIMENT CONTROL

- A. See these specifications for erosion and sediment control requirements.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01580 – PROJECT IDENTIFICATION AND SIGNS

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall provide signs near the site of the Work. The sign shall set forth the description of the Work and the names of the Owner, Engineer, and Contractor.

PART 2 - PRODUCTS

2.01 IDENTIFICATION SIGN

- A. Basic design shall be as shown in the sample on page 01580-2 below, and shall include at a minimum the names of the Project, the Owner, the Contractor, and the Engineer. This sign shall be 3' x 6' and provided and installed by the Contractor.
- B. "Working Hard" sign (as shown on page 01580-3) shall be provided by the Owner and mounted and installed by the Contractor. Contractor shall provide posts and backing.
- C. Colors shall be as selected by the Engineer.
- D. Number Required: One.

PART 3 - EXECUTION

3.01 INSTALLATIONS

- A. Signs shall be installed at locations specified by the Engineer and installed in accordance with the detail below.

3.02 MAINTENANCE

- A. The signs shall be maintained in good condition until the completion of the Project and then removed by the Contractor.

2"	3"	1 1/2"	3"	1 1/2"	2"	1"	2"	1"	12"	1"	2"
36"											
72"											
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p style="text-align: center;">LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT</p> <p>PROJECT TITLE XXXXXXXX PROJECT COST \$XXXXXXXXX CONTRACT NO. XXXXXXXX</p> </div> <div style="width: 50%; text-align: center;">  <p>MAYOR'S NAME URBAN COUNTY COUNCIL DEPARTMENT OF DIVISION OF</p> </div> </div> <div style="text-align: center; margin-top: 20px;">  <p>LOCATION MAP</p> </div>											
NO.	DATE	REVISION DESCRIPTION	BY								
DIVISION OF ENGINEERING											
PUBLIC IMPROVEMENT SIGN											
DESIGNER'S NAME		DATE									
APPROVAL		DATE									
URBAN COUNTY NUMBER		DATE									
DRAWING NUMBER		DATE									

NOTES:

THIS SIGN SHALL BE:

1. FURNISHED AND ERECTED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE, IN ADDITION TO THE NORMAL WARNING AND REGULATORY SIGNS.
2. OF GOOD QUALITY EXTERIOR PLYWOOD OR OTHER APPROVED MATERIAL.
3. PAINTED WITH SOLID BLUE LETTERS ON A WHITE BACKGROUND.
4. UPDATED AS NEEDED TO INDICATE THE APPROPRIATE MAYOR'S NAME.
5. FRAMED AND BRACED SO AS TO REMAIN VERTICAL AND PLAINLY VISIBLE TO THE TRAVELING PUBLIC.
6. ERECTED PRIOR TO STARTING CONSTRUCTION WORK.
7. ERECTED AT EACH END OF THE PROJECT AT LOCATIONS DIRECTED BY THE ENGINEER AND AT OTHER LOCATIONS SPECIFIED ON THE PLANS OR IN THE PROPOSAL.
8. KEPT CLEAN AND IN GOOD CONDITION FOR THE DURATION OF THE CONSTRUCTION AS DIRECTED BY THE ENGINEER.
9. THE COST SHOWN APPLIES ONLY TO THE PORTION OF PROJECT UNDER CONSTRUCTION IN A CONTINUOUS SECTION. IN THE EVENT THE PROJECT CONSISTS OF MORE THAN ONE CONTINUOUS SECTION THE COST SHOWN SHALL BE FOR THE PARTICULAR SECTION WHERE WORK IS IN PROGRESS.
10. NOT TO BE USED ON FEDERAL AID TRANSPORTATION PROJECTS



lexingtonky.gov

WORKING HARD
TO IMPROVE YOUR NEIGHBORHOOD
Your Sanitary Sewer Fees Are Making Lexington A Better Place To Live

END OF SECTION

SECTION 01631 - PRODUCTS AND SUBSTITUTIONS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

- A. General: Substitution of materials and/or equipment is defined in the General Conditions and more fully hereinafter.
- B. Substitutions: The Contractor's requests for changes in the products, materials, equipment and methods of construction required by the Contract Documents are considered requests for "substitutions", and are subject to the requirements specified herein. The following are not considered as substitutions:
 - 1. Revisions to the Contract Documents, where requested by the Owner and Engineer are considered as "changes" not substitutions.
 - 2. Substitutions requested during the bidding period, which have been accepted prior to the Contract Date, are included in the Contract Documents and are not subject to the requirements for substitutions as herein specified.
 - 3. Specified Contractor options on products and construction methods included in the Contract Documents are choices available to the Contractor and are not subject to the requirements for substitutions as herein specified.
 - 4. Except as otherwise provided in the Contract Documents, the Contractor's determination of and compliance with governing regulations and orders as issued by governing authorities do not constitute "substitutions" and do not constitute a basis for change orders.

1.02 SUBMITTALS

- A. The information required to be furnished for evaluation of product substitution will be as follows:
 - 1. Performance capabilities, and materials and construction details will be evaluated based upon conformance with the Specifications. Products that do not conform with the Specification shall not be accepted.
 - 2. Manufacturer's production and service capabilities, and evidence of proven reliability will be acceptable if the following is furnished.
 - a. Written evidence that the manufacturer has not less than (3) years' experience in the design and manufacture of the substitute product.
 - b. Written evidence of at least one application, of a type and size similar to the proposed substitute product, in successful operation in a wastewater treatment plant or collection system for a period of at least one year.
 - c. In lieu of furnishing evidence of a manufacturer's Experience and successful operation of an application of the product to be substituted, the Contractor has the option of furnishing a cash deposit or bond which will guarantee replacement if the product the furnished does not satisfy the other requirements specified in this section. The amount of each deposit or bond will be subject to the approval.
 - 3. Specific reference to characteristics either superior or inferior to specified requirements will be evaluated based on their net effect on the project. Products with any

characteristics inferior to those specified will not be acceptable unless offset by characteristics that, in the opinion of the Engineer, will cause the overall effect of the product on the project to be at least equal to that of those specified.

1.03 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same generic kind, from a single source, for each unit of work.
- B. Compatibility of Options: Compatibility of products is a basic requirement of product selection. When the Contractor is given the option of selecting between two or more products for use on the project, the product selected must be compatible with other products previously selected, even if the products previously selected were also Contractor options. The complete compatibility between the various choices available to the Contractor is not assured by the various requirements of the Contract Documents, but must be provided by the Contractor.
- C. The detailed estimate of operating and maintenance costs will be evaluated based on comparison with similar data on the specified products. Proposed substitute products which have an operating and maintenance cost that, in the opinion of the Engineer, exceeds that of the specified products will not be considered equal and will not be acceptable.

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. General: Deliver, store, and handle products in accordance with manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft. Control delivery schedules to minimize long-term storage at the site and to prevent overcrowding of construction spaces. In particular coordinate delivery and installation to ensure minimum holding or storage times for items known or recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other sources of loss.
 - 1. Deliver products to the site in the manufacturer's sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.
 - 2. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
 - 3. Store heavy materials away from the project construction in a manner that will not endanger the supporting construction.

PART 2 - PRODUCTS

2.01 GENERAL PRODUCT COMPLIANCE

- A. General: Requirements for individual products are indicated in the Contract Documents; compliance with these requirements is in itself a Contract Requirement. These requirements may be specified in any one of several different specifying methods, or in any combination of these methods. These methods include the following:
 - 1. Proprietary.
 - 2. Descriptive.
 - 3. Performance.

4. Compliance with Reference Standards.

Compliance with codes, compliance with graphic details and similar provisions of the Contract Documents also have a bearing on the review and approval outcome.

- B. Procedures for Selecting Products: Contractor's options in selecting products are limited by requirements of the Contract Documents and governing regulations. They are not controlled by industry traditions or procedures experienced by the Contractor on previous construction projects.

2.02 SUBSTITUTIONS

- A. Conditions: Contractor's request for substitution will be received and considered when extensive revisions to the Contract Documents are not required, when the proposed changes are in keeping with the general intent of the Contract Documents, when the request is timely, fully documented and properly submitted, and when one or more of the following conditions is satisfied, all as judged by the Engineer; otherwise the requests will be returned without action except to record non-compliance with these requirements.
 1. The Engineer will consider a request for substitution where the request is directly related to an "or equal" clause or similar language in the Contract Documents.
 2. The Engineer will consider a request for substitution where the specified product or method cannot be provided within the Contract Time. However, the request will not be considered if the product or method cannot be provided as a result of the Contractor's failure to pursue the work promptly or to coordinate the various activities properly.
 3. The Engineer will consider a request for substitution where the specified product or method cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
 4. The Engineer will consider a request for a substitution where a substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. These additional responsibilities may include such considerations as additional compensation to the Engineer for redesign and evaluation services, the increased cost of other work by the Owner or separate contractors, and similar considerations.
 5. The Engineer will consider a request for substitution when the specified product or method cannot be provided in a manner which is compatible with other materials of the work, and where the Contractor certifies that the substitution will overcome the incompatibility.
 6. The Engineer will consider a request for substitution when the specified product or method cannot be properly coordinated with other materials in the work, and where the Contractor certifies that the proposed substitution can be properly coordinated.
 7. The Engineer will consider a request for substitution when the specified product or method cannot receive a warranty as required by the Contract Documents and where the Contractor certifies that the proposed substitution receive the required warranty.
 8. The Contractor shall reimburse the Owner any costs for review by the Engineer of proposed product substitutions which require major design changes, as determined by the Owner, to related or adjacent work made necessary by the proposed substitutions.
- B. Work-Related Submittals: Contractor's submittal of and the Engineer's acceptance of shop drawings, product data or samples which relate to work not complying with requirements of

the Contract Documents, does not constitute an acceptable or valid request for a substitution, nor approval thereof.

2.03 GENERAL PRODUCT REQUIREMENTS

- A. General: Provide products that comply with the requirements of the Contract Documents and that are undamaged and, unless otherwise indicated, unused at the time of installation. Provide products that are complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.
1. Standard Products: Where they are available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 2. Continued Availability: Where, because of the nature of its application, the Owner is likely to need replacement parts or additional amounts of a product at a later date, either for maintenance and repair or replacement, provide standard, domestically produced products for which the manufacturer has published assurances that the products and its parts are likely to be available to the Owner at a later date.

PART 3 - EXECUTION

3.01 INSTALLATION OF PRODUCTS

- A. General: Except as otherwise indicated in individual sections of these Specifications, comply with the manufacturer's instructions and recommendations for installation of the products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other work. Clean exposed surfaces and protect surfaces as necessary to ensure freedom from damage and deterioration at Time of Acceptance.

END OF SECTION

SECTION 01731 - CUTTING AND PATCHING

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the work or to make its parts fit together properly.
- C. The Contractor shall not damage or endanger any portion of the Work or the Work of the Owner or any separate contractors by cutting, patching or otherwise altering any work, or by excavation.
- D. Any cutting of existing structures or facilities shall be approved in advance by Owner or Engineer. Approval shall not impact Contractor's full liability for any damage caused.

1.02 QUALITY ASSURANCE

- A. Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that result in increased maintenance or decreased operational life or safety.

1.03 WARRANTY

- A. Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. Existing Materials: Use materials identical to existing materials, to the extent practicable.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the functional performance of existing materials.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

3.02 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.

- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

3.03 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
 - 5. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

END OF SECTION

SECTION 01740 - CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

- A. Maintain premises free from accumulations of waste, debris, and rubbish.
- B. At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all exposed surfaces. Leave project clean and ready for occupancy.

1.02 RELATED DOCUMENTS

- A. Cutting and Patching: Section 01731.
- B. Project Closeout: Section 01770.
- C. Cleaning for Specific Products of Work: Specification Section for that work.

1.03 SAFETY REQUIREMENTS

- A. Hazards Control:
 - 1. Store volatile wastes in covered metal containers, and remove from premises daily.
 - 2. Prevent accumulation of wastes which create hazardous conditions.
 - 3. Provide adequate ventilation during use of volatile noxious substances.
- B. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
 - 1. Do not burn or bury rubbish and waste materials on project site.
 - 2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 - 3. Do not dispose of wastes into streams or waterways.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute cleaning to ensure that building, grounds, and public properties are maintained free from accumulations of waste materials and rubbish.

- B. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- C. At reasonable intervals during progress of work, clean site and public properties, and dispose of waste materials, debris and rubbish.
- D. Provide on-site containers for collection of waste materials, debris and rubbish.
- E. Remove waste materials, debris and rubbish from site and legally dispose of at public or private dumping areas off Owner's property.
- F. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.
- G. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

3.02 FINAL CLEANING

- A. Employ experienced workmen, or professional cleaners, for final cleaning.
- B. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces, and of concealed spaces.
- C. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials, from sight-exposed interior or exterior finished surfaces; polish surfaces so designated to shine finish.
- D. Repair, patch and touch up marred surfaces to specified finish, to match adjacent surfaces.
- E. Broom clean paved surfaces; rake clean other surfaces of grounds.
- F. Maintain cleaning until project, or portion thereof, is occupied by Owner.

END OF SECTION

SECTION 01770 - PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Liquidated Damages: Supplemental General Conditions
- B. Cleaning: Section 01740.
- C. Project Record Documents: Section 01785.

1.02 SUBSTANTIAL COMPLETION

- A. In order to initiate project closeout procedures, the Contractor shall submit the following:
 - 1. Written certification to Engineer that project is Substantially Complete.
 - 2. List of major items to be completed or corrected.
- B. Engineer will make an inspection within seven (7) days after receipt of certification, together with Owner's Representative.
- C. Should Engineer consider that work is Substantially Complete:
 - 1. Contractor shall prepare, and submit to Engineer, a list of items to be completed or corrected, as determined by the inspection.
 - 2. Engineer will prepare and issue a Certificate of Substantial Completion, containing:
 - a. Date of Substantial Completion.
 - b. Contractor's list of items to be completed or corrected, verified and amended by Engineer.
 - c. The time within which Contractor shall complete or correct work of listed items.
 - d. Time and date Owner will assume possession of work or designated portion thereof.
 - e. Responsibilities of Owner and Contractor for:
 - 1) Insurance
 - 2) Utilities
 - 3) Operation of Mechanical, Electrical, and Other Systems.
 - 4) Maintenance and Cleaning.
 - 5) Security.
 - f. Signatures of:
 - 1) Engineer
 - 2) Contractor

3) Owner

3. Owner occupancy of Project or Designated Portion of Project:

a. Contractor shall:

- 1) Obtain certificate of occupancy.
- 2) Perform final cleaning in accordance with Section 01740.

b. Owner will occupy Project, under provisions stated in Certificates of Substantial Completion.

4. Contractor: Complete work listed for completion or correction, within designated time.

D. Should Engineer consider that work is not Substantially Complete:

1. Engineer shall immediately notify Contractor, in writing, stating reasons.
2. Contractor: Complete work, and send second written certification to Engineer, certifying that Project or designated portion of Project is substantially complete.
3. Engineer will reinspect work.

E. Should Engineer consider that work is still not finally complete:

1. Engineer shall notify Contractor, in writing, stating reasons.
2. Contractor shall take immediate steps to remedy the stated deficiencies, and send third written notice to the Engineer certifying that the work is complete.
3. Engineer and Owner will reinspect work at Contractor's expense.

1.03 FINAL INSPECTION

A. Contractor shall submit written certification that:

1. Contract Documents have been reviewed.
2. Project has been inspected for compliance with Contract Documents.
3. Work has been completed in accordance with Contract Documents.
4. Equipment and systems have been tested in presence of Owner's Representative and are operational.
5. Project is completed, and ready for final inspection.

B. Engineer will make final inspection within seven (7) days after receipt of certification.

C. Should Engineer consider that work is finally complete in accordance with requirements of Contract Documents, he shall request Contractor to make Project Closeout submittals.

D. Should Engineer consider that work is not finally complete:

1. Engineer shall notify Contractor in writing, stating reasons.
2. Contractor shall take immediate steps to remedy the stated deficiencies, and send

second written notice to Engineer certifying that work is complete.

3. Engineer will reinspect work.

1.04 CLOSEOUT SUBMITTALS

- A. Project Record Documents: To requirements of Section 01785.
- B. Guarantees, Warranties and Bonds: To requirements of particular technical Specifications and Section 01782.
- C. Project Closeout Checklist: Contractor shall submit all required items to the Engineer and/or Owner with their responsibility identified. See Project Closeout Checklist included in this section.

1.05 INSTRUCTION

- A. Instruct Owner's personnel in operation of all systems, mechanical, electrical, and other equipment.

1.06 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit final applications in accordance with requirements of General Conditions.

1.07 FINAL CERTIFICATE FOR PAYMENT

- A. Engineer will issue final certificate in accordance with provisions of general conditions.
- B. Should final completion be materially delayed through no fault of Contractor, Engineer may issue a Semi-Final Certificate for Payment.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01780 – OPERATIONS AND MAINTENANCE MANUALS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Compile product data and related information appropriate for Owner's maintenance and operation of equipment furnished under the Contract. Prepare operating and maintenance data as specified.
- B. In addition to maintenance and operations data, the manufacturer's printed recommended installation practice shall also be included. If not part of the operations and maintenance manual, separate written installation instructions shall be provided, serving to assist the Contractor in equipment installation.
- C. Related requirements specified elsewhere:
 - 1. Submittals: Section 01300.
 - 2. Project Closeout: Section 01770.
 - 3. Project Record Documents: Section 01785.
 - 4. Warranties and Bonds: Section 01782.

1.02 FORM OF SUBMITTALS

- A. Prepare data in the form of an instructional manual for use by Owner's personnel.
- B. Format:
 - 1. Size: 8-1/2 in. x 11 in.
 - 2. Paper: 20 pound minimum, white.
 - 3. Text: Manufacturer's printed data.
 - 4. Photo copies must be clear and legible.
 - 5. Drawings:
 - a. Provide reinforced punched binder tab, bind in with text.
 - b. Fold large drawings to the size of the text pages where feasible.
 - c. For flow or piping diagrams that cannot be detailed on the standard size drawings, a larger, appropriate size drawing may be submitted and supplied in a properly marked map packet.
 - 6. Provide fly-leaf for each separate product, or each piece of operating equipment.
 - a. Provide typed description of product, and major component parts of equipment.
 - b. Provide indexed tabs.
 - 7. Cover: Identify each volume with types or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:

- a. Title of Project.
 - b. Identity of separate structure as applicable.
 - c. Identity of general subject matter covered in the manual.
- C. Binders:
1. Commercial quality, durable and cleanable, 3-hole, 3" or 4" D-ring binders, with oil and moisture resistant hard covers.
 2. When multiple binders are used, correlate the data into related consistent grouping.
 3. Imprinted on the front cover and side of each binder shall be the name of the Plant, the Contract Number and Volume Number.
 4. Binders shall be new and not recycled form a prior data manual.

1.03 SUBMITTAL SCHEDULE

- A. Submit one (1) copy of preliminary draft of proposed formats and outlines of contents prior to operation of equipment. Engineer will review draft and return with comments.
- B. Submit one (1) copy of completed data for final review prior to the completion of the Contract and before payment in excess of 90% of the total Contract amount is authorized.
- C. Provide two (2) copies plus pdf on CD of approved completed O & M Manual in final form ten (10) days prior to final inspection or acceptance to the Owner. Final version of each manual shall reflect any changes made during testing and start-up of equipment.

1.04 QUALITY ASSURANCE

- A. Preparation of data shall be done by personnel:
 1. Trained and experienced in maintenance and operation of the described products.
 2. Completely familiar with requirements of this Section.
 3. Skilled as a technical writer to the extent required to communicate essential data.
 4. Skilled as a draftsman competent to prepare required drawings.

1.05 CONTENTS OF MANUAL

- A. Each item of equipment shall be placed in a logical sequential order, as listed or ordered in the Contract Documents.
- B. Content, for each unit of equipment and system, as appropriate:
 1. Detailed description of the process and operation procedures as applicable.
 2. Instructions for all components of the equipment whether manufactured by the supplier or not, including valves, controllers and other miscellaneous components.
 3. Description of unit and component parts.

- a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of all replaceable parts.
 - d. Exploded and/or sectional drawing views.
 - e. Equipment model number.
4. Operating procedures:
- a. Start-up, break-in, routine and normal operating instructions.
 - b. Regulation, control, stopping, shutdown and emergency instructions.
 - c. Summer and winter operating instructions.
 - d. Special operating instructions.
5. Maintenance Procedures:
- a. Routine operations.
 - b. Guide to "trouble-shooting".
 - c. Disassembly, repair and reassembly.
 - d. Alignment, adjusting and checking.
 - e. Preventative maintenance schedule.
 - f. Recommended spare parts list and quantities.
 - g. Equipment parts list.
 - h. Local service center.
6. Servicing and Lubrication schedule.
- a. List of lubricants required.
 - b. Lubrication procedures.
 - c. Lubrication schedule.
7. Internal and external wiring and piping diagrams numbered to correspond to the installation.
8. Description of sequence of operation by control supplier.
9. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.
- a. Predicted life of parts subject to wear.
10. As-installed control diagrams by controls supplier.

11. Each Contractor's coordination drawings.
 - a. As-installed color coded piping diagrams.
 12. Charts of valve tag numbers, with the location and function of each valve.
 13. Other data as required under pertinent sections of Specifications.
- C. Content, for each electrical system, as appropriate:
1. Description of system and component parts.
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of replacement parts.
 2. Circuit directories of panel boards.
 - a. Electrical service.
 - b. Controls.
 - c. Communications.
 3. As-installed color-coded wiring diagrams.
 4. Operating procedures:
 - a. Routine and normal operating instructions.
 - b. Sequences required.
 - c. Special operating instructions.
 5. Maintenance procedures:
 - a. Routine operations.
 - b. Guide to "trouble-shooting".
 - c. Disassembly, repair and reassembly.
 - d. Adjustment and checking.
 6. Manufacturer's printed operating and maintenance instructions.
 7. List of original manufacturer's recommended spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
 8. Other data as required under pertinent sections of Specifications.
- D. Prepare and include additional data when the need for such data becomes apparent during instruction of Owner's personnel.
- E. Additional requirements for operating and maintenance data: The respective section of Specifications.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01782 - WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

- A. Compile specified warranties and bonds.
- B. Compile specified service and maintenance contracts.
- C. Co-execute submittals when so specified.
- D. Review submittals to verify compliance with Contract Documents.
- E. Submit to Engineer for review and transmittal to Owner.

1.02 RELATED DOCUMENTS

- A. Bid Bond: Instructions to Bidders.
- B. Performance and Payment Bonds: General Conditions and Supplemental General Conditions.
- C. Guaranty: General Conditions and Supplemental General Conditions.
- D. General Warranty of Construction: General Conditions.
- E. Project Closeout: Section 01770.
- F. Warranties and Bonds required for specific products: As listed herein.
- G. Provisions of Warranties and Bonds, Duration: Respective specification sections for particular products.

1.03 SUBMITTALS REQUIREMENTS

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

- a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty or bond.
7. Contractor name, address and telephone number.

1.04 FORM OF SUBMITTALS

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

1.05 TIME OF SUBMITTALS

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

1.06 SUBMITTALS REQUIRED

- A. Submit warranties, bonds (see section 00600), service and maintenance contracts as specified in the respective sections of the Specifications.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01785 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 MAINTENANCE OF DOCUMENTS

- A. Maintain at job site, one copy of:
 - 1. Contract Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Reviewed Shop Drawings
 - 5. Change Orders
 - 6. Other Modifications to Contract
- B. Store documents in approved location, apart from documents used for construction.
- C. Provide files and racks for storage of documents.
- D. Maintain documents in clean, dry, legible condition.
- E. Do not use record documents for construction purposes.
- F. Make documents available at all times for inspection by Engineer and Owner.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Submittals: Section 01300.

1.03 MARKING DEVICES

- A. Provide colored pencil or felt-tip marking pen for all marking.

1.04 RECORDING

- A. Label each document "PROJECT RECORD" in 2-inch high printed letters.
- B. Keep record documents current.
- C. Do not permanently conceal any work until required information has been recorded.
- D. Contract Drawings: Legibly mark to record actual construction:
 - 1. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
 - 2. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
 - 3. Field changes of dimension and detail.

4. Changes made by Change Order or Field Order.
 5. Details not on original Contract Drawings.
- E. Specifications and Addenda: Legibly mark up each section to record:
1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
 2. Changes made by Change Order or Field Order.
 3. Other matters not originally specified.
- F. Shop Drawings: Maintain as record documents; legibly annotate shop drawings to record changes made after review.

1.05 SUBMITTALS

- A. At completion of project, deliver two hard copies and one CD with pdf of all record documents to Engineer.
- B. Accompany submittal with transmittal letter, in duplicate, containing:
1. Date.
 2. Project Title and Number.
 3. Contractor's Name and Address.
 4. Title and Number of each Record Document.
 5. Certification that each Document as Submitted is Complete and Accurate.
 6. Signature of Contractor, or His Authorized Representative.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 02100 - CLEARING, GRUBBING, AND SITE PREPARATION

PART 1 - GENERAL

1.01 THE REQUIREMENT

- A. Includes all labor, material, and equipment required for the complete execution of the proposed construction work as shown on the Drawings and specified herein.
- B. Principal items of work include:
 - 1. Notifying all authorities owning utility lines running to or on the property. Protecting and maintaining all utility lines to remain and capping those that are not required in accordance with instructions of the Utility Companies, and all other authorities having jurisdiction.
 - 2. Clearing the site within the Temporary Construction Easement, including removal of grass, brush, shrubs, trees, loose debris and other encumbrances except for trees marked to remain.
 - 3. Boxing and protecting all trees, shrubs, lawns and the like within areas to be preserved. Relocating trees and shrubs, so indicated on the Drawings, to designated areas.
 - 4. Repairing all injury to trees, shrubs, and other plants caused by site preparation operations shall be repaired immediately. Work shall be done by qualified personnel in accordance with standard horticultural practice and as approved by the Engineer.
 - 5. Removing topsoil to its full depth from designated areas and stockpiling on site where approved by the Engineer for future use.
 - 6. Disposing from the site all debris resulting from work under this Section.

1.02 STREET AND ROAD BLOCKAGE

- A. Closing of streets and roads during progress of the work shall be in compliance with the requirements of the Owner and other authorities having jurisdiction. Access shall be provided to all facilities remaining in operation.

1.03 PROTECTION OF PERSONS AND PROPERTY

- A. All work shall be performed in such a manner to protect all personnel, workmen, pedestrians and adjacent property and structures from possible injury and damage.
- B. All conduits, wires, cables and appurtenances above or below ground shall be protected from damage.
- C. Provide warning and barrier fence where shown on the Drawings and as specified herein.

PART 2 - EXECUTION

2.01 CLEARING OF SITE

- A. Before removal of topsoil, and start of trenching for utility installation, the areas within the areas disturbed by construction shall be cleared and grubbed.

- B. Clearing shall consist of cutting, removal, and satisfactory disposal of all trees, fallen timber, brush, bushes, rubbish, sanitary landfill material, fencing, and other perishable and objectionable material within the areas to be excavated or other designated areas.
- C. Excavation resulting from the removal of trees, roots and the like shall be filled with suitable material, as approved by the Engineer, and thoroughly compacted to ensure stability.
- D. Unless otherwise shown or specified, the Contractor shall clear and grub a strip at least 15 feet wide along all permanent fence lines installed under this Contract.
- E. In temporary construction easement locations, only those trees and shrubs shall be removed which are in actual interference with excavation or grading work under this Contract, and removal shall be subject to approval by the Engineer. However, the Engineer reserves the right to order additional trees and shrubs removed at no additional cost to the Owner, if such, in their opinion, are too close to the work to be maintained or have become damaged due to the Contractor's operations.
- F. All clearing, and grubbing is incidental to this pay item unless specifically called out in the plans.

2.02 STRIPPING AND STOCKPILING EXISTING TOPSOIL

- A. Existing topsoil and sod on the site within areas designated on the Drawings shall be stripped to whatever depth it may occur and stored in locations directed by the Engineer.
- B. The topsoil shall be free of stones, roots, brush, rubbish, or other unsuitable materials before stockpiling the topsoil.
- C. Care shall be taken not to contaminate the stockpiled topsoil with any unsuitable materials.

2.03 GRUBBING

- A. Grubbing shall consist of the removal and disposal of all stumps, roots, logs, sticks and other perishable materials to a minimum depth of 6-inches below ground surfaces.
- B. Large stumps located in areas to be excavated may be removed during grading operations, subject to the approval of the Engineer.

2.04 DISPOSAL OF MATERIAL

- A. All debris resulting from the clearing and grubbing work shall be disposed of by the Contractor as part of the work of this Contract. Material designated by the Engineer to be salvaged shall be stored on the construction site as directed by the Engineer for reuse in this Project or removal by others.
- B. Burning of any debris resulting from the clearing and grubbing work will not be permitted at the site.

2.05 WARNING AND BARRIER FENCE

- A. The fence shall be made of a visible, lightweight, flexible, high strength polyethylene material. The fence shall be MIRASAFE as manufactured by Mirafi, Inc., or equal.

B. Physical Properties

Fence:

Color:	International Orange
Roll Size:	4' x 164'
Roll weight:	34 lbs.
Mesh opening:	1-1/2" x 3"

Posts:

ASTM Designation:	ASTM 702
Length:	5 feet long (T-Type)
Weight:	1.25 #/Foot (min)
Area of Anchor Plate:	14 Sq. In.

- C. Drive posts 12 to 18 inches into ground every 10' to 12'. Wrap fence material around first terminal post allowing overlap of one material opening. Use metal tie wire or plastic tie wrap to fasten material to itself at top, middle and bottom. At final post, cut with utility knife or scissors at a point halfway across an opening. Wrap around and tie at final post in the same way as the first post.
- D. Use tie wire or tie wrap at intermediate posts and splices as well. Thread ties around a vertical member of the fence material and the post and bind tightly against the post. For the most secure fastening, tie at top, middle and bottom. Overlap splices a minimum of four fence openings, tie as above, fastening both edges of the fence material splice overlap.

- END OF SECTION -

SECTION 02225 - EXCAVATING, BACKFILLING, AND COMPACTING UTILITIES

PART 1 - GENERAL

1.01 SUMMARY

- A. Excavating of trenches.
- B. Bedding of pipe.
- C. Backfilling trenches.
- D. Installing identification tape.

PART 2 - PRODUCTS

2.01 BEDDING AND BACKFILLING STONE

- A. Crushed Stone material shall conform to the Kentucky Transportation Cabinet's Standard Specifications for Road and Bridge Construction, Current Edition, latest revision.
- B. Bedding Stone: No. 9 Crushed Limestone
- C. Backfill Stone: No. 9 Crushed Limestone

PART 3 - EXECUTION

3.01 GENERAL REQUIREMENTS

- A. Trenching may be accomplished by means of a backhoe, trenching machine, hydro-excavation or by hand depending on the construction area. At the Contractor's option, trenching by a trenching machine or by backhoe is acceptable.
- B. Clearing - All trees, stumps, bushes, shrubbery, and abandoned concrete or masonry structures within the limits of the trench shall be removed by the Contractor and disposed of in a manner in accordance with federal, state and local regulations. All clearing work shall be considered as incidental to the cost of laying pipe.
- C. Bracing and Sheeting - Bracing and sheeting shall be provided to adequately protect the workers during pipe line installation.
 - 1. All requirements of the Occupational Safety and Health Act (OSHA) shall be met during trenching and backfill operations.
 - 2. As backfill is placed, the sheeting shall be withdrawn in increments not exceeding one (1) foot and the void left by the withdrawn sheeting shall be filled and with #9 stone.
 - 3. The Engineer will not be responsible for determining requirements for bracing or sheeting.

3.02 TRENCHING

A. General:

1. The Contractor shall perform all excavation of every description and of whatever substances encountered, including clearing over the pipeline route. All excavations for the pipeline shall be open cut except where noted for bore and jack.

B. Trench Width:

1. Trench widths shall be in accordance with LFUCG RMP Standard Drawings.

C. Trench Depth:

1. The trench shall be excavated to a minimum of six (6) inches below pipe grade as noted on LFUCG RMP Standard Drawings.

3.03 FORCE MAIN BEDDING

A. Refer to LFUCG Standard Drawings.

- #### **B. The trench shall be excavated to a depth to allow a minimum of 36 inches cover over the top of the pipe.**

3.04 FORCE MAIN BACKFILLING

A. Refer to LFUCG Standard Drawings.

3.05 GRAVITY SEWER PIPE BEDDING

A. Refer to LFUCG Standard Drawings.

3.06 GRAVITY SEWER PIPE BACKFILLING

A. Refer to LFUCG Standard Drawings.

3.07 INSTALLING IDENTIFICATION TAPE

- #### **A. Detectable underground marking tape shall be installed over pipes (gravity sewers and force mains). Care shall be taken to ensure that the buried marking tape is not broken when installed and shall be Lineguard brand or equal encased aluminum foil, Type III. The identification tape is manufactured by Lineguard, Inc., P.O. Box 426, Wheaton, IL 60187 or equal.**
- #### **B. The identification tape shall bear the printed identification of the plastic utility line below it, such as "Caution – Buried Below". Tape shall be reverse printed; surface printing will not be acceptable. The tape shall be visible in all types and colors of soil and provide maximum color contrast to the soil. The tape shall meet the APWA color code and shall be two (2) inches in width. Colors are green for sewer and brown for force main.**

END OF SECTION

SECTION 03100 - CONCRETE FORMWORK

PART 1 - GENERAL

1.01 REQUIREMENTS

- A. Provide materials, labor, and equipment required for the design and construction of all concrete formwork, bracing, shoring and supports in accordance with the provisions of the Contract Documents.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 03200 - Reinforcing Steel
- B. Section 03250 - Concrete Accessories
- C. Section 03290 - Joints in Concrete
- D. Section 03300 - Cast-in-Place Concrete

1.03 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

- A. Without limiting the generality of the other requirements of the specifications, all work herein shall conform to the applicable requirements of the following documents. All referenced specifications, codes, and standards refer to the most current issue available at the time of Bid.
 - 1. Kentucky Building Code
 - 2. ACI 318 - Building Code Requirements for Structural Concrete
 - 3. ACI 301 - Specifications for Structural Concrete for Buildings
 - 4. ACI 347 - Recommended Practice for Concrete Formwork
 - 5. U.S. Product Standard for Concrete Forms, Class I, PS 1
 - 6. ACI 117 - Standard Specifications for Tolerances for Concrete Construction and Materials

1.04 SUBMITTALS

- A. Submit the following in accordance with Section 01300, Submittals.
 - 1. Manufacturer's data on proposed form release agent
 - 2. Manufacturer's data on proposed formwork system including form ties

1.05 QUALITY ASSURANCE

- A. Concrete formwork shall be in accordance with ACI 301, ACI 318, and ACI 347.

PART 2 - PRODUCTS

2.01 FORMS AND FALSEWORK

- A. All forms shall be smooth surface forms unless otherwise specified.
- B. Wood materials for concrete forms and falsework shall conform to the following requirements:
 - 1. Lumber for bracing, shoring, or supporting forms shall be Douglas Fir or Southern Pine, construction grade or better, in conformance with U.S. Product Standard PS20. All lumber used for forms, shoring or bracing shall be new material.
 - 2. Plywood for concrete formwork shall be new, waterproof, synthetic resin bonded, exterior type Douglas Fir or Southern Pine high density overlaid (HDO) plywood manufactured especially for concrete formwork and shall conform to the requirements of PS1 for Concrete Forms, Class I, and shall be edge sealed. Thickness shall be as required to support concrete at the rate it is placed, but not less than 5/8-inch thick.
- C. Other form materials such as metal, fiberglass, or other acceptable material that will not adversely affect the concrete and will facilitate placement of concrete to the shape, form, line and grade indicated may be submitted to the Engineer for approval, but only materials that will produce a smooth form finish equal or better than the wood materials specified will be considered.

2.02 FORMWORK ACCESSORIES

- A. Form ties shall be provided with a plastic cone or other suitable means for forming a conical hole to insure that the form tie may be broken off back of the face of the concrete. The maximum diameter of removable cones for rod ties, or of other removable form-tie fasteners having a circular cross-section, shall not exceed 7/8-inch, and all such fasteners shall be such as to leave holes of regular shape for reaming.
- B. Form ties for water-retaining structures shall have integral waterstops. Removable taper ties may be used when acceptable to the Engineer. A preformed neoprene or polyurethane tapered plug sized to seat at the center of the wall shall be inserted in the hole left by the removal of the taper tie.
- C. Form release agent shall be a blend of natural and synthetic chemicals that employs a chemical reaction to provide quick, easy and clean release of concrete from forms. It shall not stain the concrete and shall leave the concrete with a paintable surface. Formulation of the form release agent shall be such that it would minimize formation of "bug holes" in cast-in-place concrete.

2.03 FORMWORK LINERS

- A. Formwork liners for construction of fluted wall treatment shall be prefabricated plastic liners as manufactured by Greenstreak, Interform Company, or Symons Corporation.
- B. Liners shall be fiberglass or ABS (acrylonitrile – butadiene – styrene) of such configuration as to obtain the fluted pattern shown or indicated on the Drawings.
- C. For purposes of designating type and quality of material required, form liners shall be pattern 361 trapezoidal liners as manufactured by Greenstreak.
- D. Preparation of forming materials, sealing of joints to prevent grout leakage and form release treatment (if required) shall be in strict compliance with the manufacturer's printed instructions and recommendations.

PART 3 - EXECUTION

3.01 FORM DESIGN

- A. Forms and falsework shall be designed for total dead load, plus all construction live load as outlined in ACI 347. Design and engineering of formwork and safety considerations during construction shall be the responsibility of the Contractor.
- B. Forms shall be of sufficient strength and rigidity to maintain their position and shape under the loads and operations incident to placing and vibrating the concrete. The maximum deflection of facing materials reflected in concrete surfaces exposed to view shall be 1/240 of the span between structural members.
- C. All forms shall be designed for predetermined placing rates per hour, considering expected air temperatures and setting rates.

3.02 CONSTRUCTION

- A. The type, size, quality, and strength of all materials from which forms are made shall be subject to the approval of the Engineer. No falsework or forms shall be used which are not clean and suitable. Deformed, broken or defective falsework and forms shall be removed from the work.
- B. Forms shall be smooth and free from surface irregularities. Suitable and effective means shall be provided on all forms for holding adjacent edges and ends of panels and sections tightly together and in accurate alignment so as to prevent the formation of ridges, fins, offsets, or similar surface defects in the finished concrete. Joints between the forms shall be sealed to eliminate any irregularities. The arrangement of the facing material shall be orderly and symmetrical, with the number of seams kept to a practical minimum.
- C. Forms shall be true to line and grade, and shall be sufficiently rigid to prevent displacement and sagging between supports. Curved forms shall be used for curved and circular structures. Straight panels joined at angles will not be acceptable for forming curved structures. Forms shall be properly braced or tied together to maintain their position and shape under a load of freshly-placed concrete. Facing material shall be supported with studs or other backing which shall prevent both visible deflection marks in the concrete and deflections beyond the tolerances specified.
- D. Forms shall be mortar tight so as to prevent the loss of water, cement and fines during placing and vibrating of the concrete. Specifically, the bottom of wall forms that rest on concrete footings or slabs shall be provided with a gasket to prevent loss of fines and paste during placement and vibration of concrete. Such gasket may be a 1 to 1-1/2 inch diameter polyethylene rod held in position to the underside of the wall form.
- E. All vertical surfaces of concrete members shall be formed, and side forms shall be provided for all footings, slab edges and grade beams, except where placement of the concrete against the ground is called for on the Drawings. Not less than 1-inch of concrete shall be added to the thickness of the concrete member as shown where concrete is permitted to be placed against trimmed ground in lieu of forms. Such permission will be granted only for members of comparatively limited height and where the character of the ground is such that it can be trimmed to the required lines and will stand securely without caving or sloughing until the concrete has been placed.
- F. All forms shall be constructed in such a manner that they can be removed without hammering or prying against the concrete. Wood forms shall be constructed for wall openings to facilitate loosening and to counteract swelling of the forms.

- G. Adequate clean-out holes shall be provided at the bottom of each lift of forms. Temporary openings shall be provided at the base of column forms and wall forms and at other points to facilitate cleaning and observation immediately before the concrete is deposited. The size, number and location of such clean-outs shall be as acceptable to the Engineer.
- H. Construction joints shall not be permitted at locations other than those shown or specified, except as may be acceptable to the Engineer. When a second lift is placed on hardened concrete, special precautions shall be taken in the way of the number, location and tightening of ties at the top of the old lift and bottom of the new to prevent any unsatisfactory effect whatsoever on the concrete. For flush surfaces at construction joints exposed to view, the contact surface of the form sheathing over the hardened concrete in the previous placement shall be lapped by not more than 1 inch. Forms shall be held against hardened concrete to prevent offset or loss of mortar at construction joints and to maintain a true surface.
- I. The formwork shall be cambered to compensate for anticipated deflections in the formwork due to the weight and pressure of the fresh concrete and due to construction loads. Set forms and intermediate screed strips for slabs accurately to produce the designated elevations and contours of the finished surface. Ensure that edge forms and screed strips are sufficiently strong to support vibrating screeds or roller pipe screeds if the nature of the finish specified requires the use of such equipment. When formwork is cambered, set screeds to a like camber to maintain the proper concrete thickness.
- J. Positive means of adjustment (wedges or jacks) for shores and struts shall be provided and all settlement shall be taken up during concrete placing operation. Shores and struts shall be securely braced against lateral deflections. Wedges shall be fastened firmly in place after final adjustment of forms prior to concrete placement. Formwork shall be anchored to shores or other supporting surfaces or members to prevent upward or lateral movement of any part of the formwork system during concrete placement. If adequate foundation for shores cannot be secured, trussed supports shall be provided.
- K. Runways shall be provided for moving equipment with struts or legs. Runways shall be supported directly on the formwork or structural member without resting on the reinforcing steel.

3.03 TOLERANCES

- A. Unless otherwise indicated in the Contract Documents, formwork shall be constructed so that the concrete surfaces will conform to the tolerance limits listed in ACI 117.
- B. Structural framing of reinforced concrete around elevators and stairways shall be accurately plumbed and located within 1/4 in. tolerance from established dimensions.
- C. The Contractor shall establish and maintain in an undisturbed condition and until final completion and acceptance of the project, sufficient control points and bench marks to be used for reference purposes to check tolerances. Plumb and string lines shall be installed before concrete placement and shall be maintained during placement. Such lines shall be used by Contractor's personnel and by the Engineer and shall be in sufficient number and properly installed. During concrete placement, the Contractor shall continually monitor plumb and string line form positions and immediately correct deficiencies.
- D. Regardless of the tolerances specified, no portion of the building shall extend beyond the legal boundary of the building.

3.04 FORM ACCESSORIES

- A. Suitable moldings shall be placed to bevel or round all exposed corners and edges of beams, columns, walls, slabs, and equipment pads. Chamfers shall be 3/4 inch unless otherwise noted.

- B. Form ties shall be so constructed that the ends, or end fasteners, can be removed without causing appreciable spalling at the faces of the concrete. After ends, or end fasteners of form ties have been removed, the embedded portion of the ties shall terminate not less than 2 inches from the formed face of the concrete that is exposed to wastewater or enclosed surfaces above the wastewater, and not less than 1 inch from the formed face of all other concrete. Holes left by the removal of form tie cones shall be reamed with suitable toothed reamers so as to leave the surface of the holes clean and rough before being filled with mortar as specified in Section 03350 - Concrete Finishing. No form-tying device or part thereof, other than metal, shall be left embedded in the concrete. Ties shall not be removed in such manner as to leave a hole extending through the interior of the concrete member. The use of snap-ties which cause spalling of the concrete upon form stripping or tie removal will not be permitted. No snap ties shall be broken off until the concrete is at least three days old. If steel panel forms are used, rubber grommets shall be provided where the ties pass through the form in order to prevent loss of cement paste.

3.05 APPLICATION - FORM RELEASE AGENT

- A. Forms for concrete surfaces that will not be subsequently waterproofed shall be coated with a form release agent. Form release agent shall be applied on formwork in accordance with manufacturer's recommendations.

3.06 INSERTS AND EMBEDDED ITEMS

- A. Sleeves, pipe stubs, inserts, anchors, expansion joint material, waterstops, and other embedded items shall be positioned accurately and supported against displacement prior to concreting. Voids in sleeves, inserts, and anchor slots shall be filled temporarily with readily removable material to prevent the entry of concrete into the voids.

3.07 FORM CLEANING AND REUSE

- A. The inner faces of all forms shall be thoroughly cleaned prior to concreting. Forms may be reused only if in good condition and only if acceptable to the Engineer. Light sanding between uses will be required wherever necessary to obtain uniform surface texture. Unused tie rod holes in forms shall be covered with metal caps or shall be filled by other methods acceptable to the Engineer.

3.08 FORM REMOVAL AND SHORING

- A. Forms shall not be disturbed until the concrete has attained sufficient strength. Sufficient strength shall be demonstrated by structural analysis considering proposed loads, strength of forming and shoring system, and concrete strength data. Shoring shall not be removed until the supported member has acquired sufficient strength to support its weight and the load upon it. Members subject to additional loads during construction shall be adequately shored to sustain all resulting stresses. Forms shall be removed in such manner as not to impair safety and serviceability of the structure. All concrete to be exposed by form removal shall have sufficient strength not to be damaged thereby.
- B. Provided the strength requirements specified above have been met and subject to the Engineer's approval, forms may be removed at the following minimum times. The Contractor shall assume full responsibility for the strength of all such components from which forms are removed prior to the concrete attaining its full design compressive strength. Shoring may be required at the option of the Engineer beyond these periods.

Ambient Temperature (°F) During Concrete Placement

	<u>Over 95°</u>	<u>70°-95°</u>	<u>60°-70°</u>	<u>50°-60°</u>	<u>Below 50°</u>
Walls	5 days	2 days	2 days	3 days	Do not remove until directed by Engineer (7 days minimum)
Columns	7 days	2 days	3 days	4 days	
Beam Soffits	10 days	7 days	7 days	7 days	
Elevated Slabs	12 days	7 days	7 days	7 days	

- C. When, in the opinion of the Engineer, conditions of the work or weather justify, forms may be required to remain in place for longer periods of time.
- D. An accurate record shall be maintained by the Contractor of the dates of concrete placings and the exact location thereof and the dates of removal of forms. These records shall be available for inspection at all times at the site, and two copies shall be furnished the Engineer upon completion of the concrete work.

3.09 RESHORING

- A. When reshoring is permitted or required the operations shall be planned in advance and subjected to approval by the Engineer.
- B. Reshores shall be placed after stripping operations are complete but in no case later than the end of the working day on which stripping occurs.
- C. Reshoring for the purpose of early form removal shall be performed so that at no time will large areas of new construction be required to support their own weight. While reshoring is under way, no construction or live loads shall be permitted on the new construction. Reshores shall be tightened to carry their required loads but they shall not be overtightened so that the new construction is overstressed. Reshores shall remain in place until the concrete has reached its specified 28-day strength, unless otherwise specified.
- D. For floors supporting shores under newly placed concrete, the original supporting shores shall remain in place or reshores shall be placed. The shoring or reshoring system shall have a capacity sufficient to resist the anticipated loads and in all cases shall have a capacity equal to at least one-half of the capacity of the shoring system above. Reshores shall be located directly under a reshore position above unless other locations are permitted.
- E. In multi-story buildings, reshoring shall extend over a sufficient number of stories to distribute the weight of newly placed concrete, forms, and construction live loads so the design superimposed loads of the floors supporting shores are not exceeded.

END OF SECTION

SECTION 03200 - REINFORCING STEEL

PART 1 - GENERAL

1.01 REQUIREMENTS

- A. Provide all concrete reinforcing including all cutting, bending, fastening and any special work necessary to hold the reinforcing steel in place and protect it from injury and corrosion in accordance with the requirements of this section.
- B. Provide deformed reinforcing bars to be grouted into reinforced concrete masonry walls.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 03100 - Concrete Formwork
- B. Section 03250 - Concrete Accessories
- C. Section 03300 - Cast-in-Place Concrete

1.03 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Without limiting the generality of the other requirements of the specifications, all work herein shall conform to the applicable requirements of the following documents. All referenced specifications, codes, and standards refer to the most current issue available at the time of Bid.
 - 1. Kentucky Building Code
 - 2. CRSI - Concrete Reinforcing Institute Manual of Standard Practice
 - 3. ACI SP66 - ACI Detailing Manual
 - 4. ACI 315 - Details and Detailing of Concrete Reinforcing
 - 5. ACI 318 - Building Code Requirements for Structural Concrete
 - 6. WRI - Manual of Standard Practice for Welded Wire Fabric
 - 7. ASTM A 185 - Standard Specification for Welded Steel Wire Fabric for Concrete Reinforcing
 - 8. ASTM A 615 - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcing

1.04 SUBMITTALS

- A. Submit the following in accordance with Section 01300, Submittals.
 - 1. Detailed placing and shop fabricating drawings, prepared in accordance with ACI 315 and ACI Detailing Manual - (SP66), shall be furnished for all concrete reinforcing. These drawings shall be made to such a scale as to clearly show joint locations, openings, and the arrangement, spacing and splicing of the bars.
 - 2. Mill test certificates - 3 copies of each.

3. Description of the reinforcing steel manufacturer's marking pattern.
4. Requests to relocate any bars that cause interferences or that cause placing tolerances to be violated.
5. Proposed supports for each type of reinforcing.
6. Request to use splices not shown on the Drawings.
7. Request to use mechanical couplers along with manufacturer's literature on mechanical couplers with instructions for installation, and certified test reports on the couplers' capacity.
8. Request for placement of column dowels without the use of templates.
9. Request and procedure to field bend or straighten partially embedded reinforcing.

1.05 QUALITY ASSURANCE

- A. If requested by the Engineer, the Contractor shall provide samples from each load of reinforcing steel delivered in a quantity adequate for testing. Costs of initial tests will be paid by the Owner. Costs of additional tests due to material failing initial tests shall be paid by the Contractor.

PART 2 - PRODUCTS

2.01 REINFORCING STEEL

- A. Bar reinforcing shall conform to the requirements of ASTM A 615 for Grade 60 Billet Steel reinforcing. All reinforcing steel shall be from domestic mills and shall have the manufacturer's mill marking rolled into the bar which shall indicate the producer, size, type and grade.
- B. Welded wire fabric reinforcing shall conform to the requirements of ASTM A 185 and the details shown on the Drawings.
- C. A certified copy of the mill test on each load of reinforcing steel delivered showing physical and chemical analysis shall be provided, prior to shipment. The Engineer reserves the right to require the Contractor to obtain separate test results from an independent testing laboratory in the event of any questionable steel. When such tests are necessary because of failure to comply with this Specification, such as improper identification, the cost of such tests shall be borne by the Contractor.
- D. Field welding of reinforcing steel will not be allowed.
- E. Use of coiled reinforcing steel will not be allowed.

2.02 ACCESSORIES

- A. Accessories shall include all necessary chairs, slab bolsters, concrete blocks, tie wires, dips, supports, spacers and other devices to position reinforcing during concrete placement. Slab bolsters shall have gray plastic-coated legs.
- B. Concrete blocks (dobies), used to support and position bottom reinforcing steel, shall have the same or higher compressive strength as specified for the concrete in which it is located.

2.03 MECHANICAL COUPLERS

- A. Mechanical couplers shall develop a tensile strength which exceeds 125 percent of the yield strength of the reinforcing bars being spliced at each splice. The reinforcing steel and coupler used shall be compatible for obtaining the required strength of the connection.
- B. Where the type of coupler used is composed of more than one component, all components required for a complete splice shall be supplied.
- C. Hot-forged sleeve type couplers shall not be used. Acceptable mechanical couplers are Dayton Superior Dowel Bar Splicer System by Dayton Superior, Dayton, Ohio. Mechanical couplers shall only be used where shown on the Drawings or where specifically approved by the Engineer.

2.04 DOWEL ADHESIVE SYSTEM

- A. Where shown on the Drawings, reinforcing bars anchored into hardened concrete with a dowel adhesive system shall use a two-component adhesive mix which shall be injected with a static mixing nozzle following manufacturer's instructions. All holes shall be drilled with a carbide bit unless otherwise recommended by the manufacturer. Thoroughly clean drill holes of all debris and drill dust with compressed air followed by a wire brush prior to installation of adhesive and reinforcing bar. Where depth of hole exceeds the length of the static mixing nozzle, a plastic extension hose shall be used to ensure proper adhesive injection from the back of the hole. Injection of adhesive into the hole shall utilize a piston plug to minimize the formation of air pockets. The embedment depth of the bar shall be per manufacturer's recommendations, so as to provide a minimum allowable bond strength that is equal to 125 percent of the yield strength of the bar, unless noted otherwise on the Drawings. The adhesive system shall be "Epcon System C6 or G5" as manufactured by ITW Redhead. "SET Epoxy-Tie" or "SET-XP" as manufactured by Simpson Strong-Tie Co. or "PE-1000 SD" and "T308" by Powers Fasteners. Engineer's approval is required for use of this system in locations other than those shown on the Drawings. **Fast-set epoxy formulations shall not be acceptable.**
- B. Where identified on the Contract Drawings or for installation of concrete where anchorage failure could present a life-threatening hazard, the adhesive system shall be "PE-1000 SD" by Powers Fasteners, "SET-XP" by Simpson Strong-Tie Co. or "Epcon System G5" as manufactured by ITW Redhead. Alternate adhesive systems shall be IBC compliant for use in both cracked and uncracked concrete in all Seismic Design Categories, must comply with the latest revision of ICC-ES Acceptance Criteria AC308, and shall have a valid ICC-ES report in accordance with the applicable building code. Installation of adhesive system shall be per manufacturer's recommendations and as required in Item A above.

PART 3 - EXECUTION

3.01 TEMPERATURE REINFORCING

- A. Unless otherwise shown on the Drawings or in the absence of the concrete reinforcing being shown, the minimum cross sectional area of horizontal and vertical concrete reinforcing in walls shall be 0.0033 times the gross concrete area and the minimum cross sectional area of reinforcing perpendicular to the principal reinforcing in slabs shall be 0.0020 times the gross concrete area. Temperature reinforcing shall not be spaced further apart than five times the slab or wall thickness, nor more than 18 inches.

3.02 FABRICATION

- A. Reinforcing steel shall be accurately formed to the dimensions and shapes shown on the

Drawings and the fabricating details shall be prepared in accordance with ACI 315 and ACI 318, except as modified by the Drawings.

- B. The Contractor shall fabricate reinforcing bars for structures in accordance with the bending diagrams, placing lists and placing Drawings.
- C. No fabrication shall commence until approval of Shop Drawings has been obtained. All reinforcing bars shall be shop fabricated unless approved by the Engineer to be bent in the field. Reinforcing bars shall not be straightened or rebent in a manner that will injure the material. Heating of bars will not be permitted.
- D. Welded wire fabric with longitudinal wire of W9.5 size or smaller shall be either furnished in flat sheets or in rolls with a core diameter of not less than 10 inches. Welded wire fabric with longitudinal wires larger than W9.5 size shall be furnished in flat sheets only.

3.03 DELIVERY, STORAGE AND HANDLING

- A. All reinforcing shall be neatly bundled and tagged for placement when delivered to the job site. Bundles shall be properly identified for coordination with mill test reports.
- B. Reinforcing steel shall be stored above ground on platforms or other supports and shall be protected from the weather at all times by suitable covering. It shall be stored in an orderly manner and plainly marked to facilitate identification.
- C. Reinforcing steel shall at all times be protected from conditions conducive to corrosion until concrete is placed around it.
- D. The surfaces of all reinforcing steel and other metalwork to be in contact with concrete shall be thoroughly cleaned of all dirt, grease, loose scale and rust, grout, mortar and other foreign substances immediately before the concrete is placed. Where there is delay in depositing concrete, reinforcing shall be reinspected and if necessary recleaned.

3.04 PLACING

- A. Reinforcing steel shall be accurately positioned as shown on the Drawings and shall be supported and wired together to prevent displacement, using annealed iron wire ties or suitable clips at intersections. All reinforcing steel shall be supported by concrete, plastic or metal supports, spacers or metal hangers which are strong and rigid enough to prevent any displacement of the reinforcing steel. Where concrete is to be placed on the ground, supporting concrete blocks (or dobies) shall be used in sufficient numbers to support the reinforcing bars without settlement. In no case shall concrete block supports be continuous.
- B. The portions of all accessories in contact with the formwork shall be made of plastic or steel coated with a 1/8 inch minimum thickness of plastic which extends at least 1/2 inch from the concrete surface. Plastic shall be gray in color.
- C. Tie wires shall be bent away from the forms in order to provide the specified concrete coverage.
- D. Reinforcing bars additional to those shown on the Drawings, which may be found necessary or desirable by the Contractor for the purpose of securing reinforcing in position, shall be provided by the Contractor at no additional cost to the Owner.
- E. Reinforcing placing, spacing, and protection tolerances shall be within the limits specified in ACI 318 except where in conflict with the Building Code, unless otherwise specified.

- F. Reinforcing bars may be moved within one bar diameter as necessary to avoid interference with other concrete reinforcing, conduits, or embedded items. If bars are moved more than one bar diameter, or enough to exceed placing tolerances, the resulting arrangement of bars shall be as acceptable to the Engineer.
- G. Welded wire fabric shall be supported on slab bolsters spaced not less than 30 inches on centers, extending continuously across the entire width of the reinforcing mat and supporting the reinforcing mat in the plane shown on the Drawings.
- H. Reinforcing shall not be straightened or rebent unless specifically shown on the drawings or authorized in writing by the Engineer. Bars with kinks or bends not shown on the Drawings shall not be used. Coiled reinforcement shall not be used.
- I. Dowel Adhesive System shall be installed in strict conformance with the manufacturer's recommendations. A representative of the manufacturer must be on site when required by the Engineer. At least 25 percent of the dowels installed shall be proof tested to 1.33 times the allowable load specified by the manufacturer, or as indicated on the Drawings. If the dowels are required to have a hook at the end to be embedded in the new work, an approved mechanical coupler shall be provided at a convenient distance from the face of existing concrete to facilitate the testing.

3.05 SPLICING

- A. Reinforcing bar splices shall only be used at locations shown on the Drawings. When it is necessary to splice reinforcing at points other than where shown, the splice shall be as acceptable to the Engineer.
- B. The length of lap for reinforcing bars, unless otherwise shown on the Drawings shall be in accordance with ACI 318 for a class B splice.
- C. Laps of welded wire fabric shall be in accordance with ACI 318. Adjoining sheets shall be securely tied together with No. 14 tie wire, one tie for each 2 running feet. Wires shall be staggered and tied in such a manner that they cannot slip.
- D. Mechanical splices shall be used only where shown on the drawings or when approved by the Engineer.
- E. Couplers which are located at a joint face shall be a type which can be set either flush or recessed from the face as shown on the Drawings. The couplers shall be sealed during concrete placement to completely eliminate concrete or cement paste from entering. After the concrete is placed, couplers intended for future connections shall be plugged and sealed to prevent any contact with water or other corrosive materials. Threaded couplers shall be plugged with plastic plugs which have an O-ring seal.

3.06 INSPECTION

- A. The Contractor shall advise the Engineer of his intentions to place concrete and shall allow him adequate time to inspect all reinforcing steel before concrete is placed.
- B. The Contractor shall advise the Engineer of his intentions to place grout in masonry walls and shall allow him adequate time to inspect all reinforcing steel before grout is placed.

END OF SECTION

SECTION 03250 - CONCRETE ACCESSORIES

PART 1 - GENERAL

1.01 REQUIREMENTS

- A. Furnish all materials, labor and equipment required to provide all concrete accessories including expansion joint material, joint sealants, expansion joint seals, contraction joint inserts, epoxy bonding agent, and concrete anchors.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 03100 - Concrete Formwork
- B. Section 03290 - Joints in Concrete
- C. Section 03300 - Cast-in-Place Concrete

1.03 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

- A. Without limiting the generality of the other requirements of the specifications, all work herein shall conform to the applicable requirements of the following documents. All referenced specifications, codes, and standards refer to the most current issue available at the time of Bid.
 - 1. Federal Specification TT-S-00227 E (3)
 - 2. ASTM C881 Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete
 - 3. ASTM D412 Standard Tests for Rubber Properties in Tension
 - 4. ASTM D 624 Standard Test method for Rubber Property - Tear Resistance
 - 5. ASTM D 638 Standard Test Method for Tensile Properties of Plastics
 - 6. ASTM D1751 Standard Specifications for Preformed Expansion Joint fillers for Concrete Paving and Structural Construction (nonextruding and resilient bituminous types)
 - 7. ASTM D 1752 Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction

1.04 SUBMITTALS

- A. Submit the following in accordance with Section 01300, Submittals.
 - 1. Manufacturer's literature on all products specified herein including material certifications.
 - 2. Samples of products if requested by the Engineer.

PART 2 - PRODUCTS

2.01 JOINT SEALANTS

- A. Joint sealants shall comply with these specifications.

2.02 EXPANSION JOINT MATERIAL

- A. Preformed expansion joint material shall be non-extruding, and shall be of the following types:

1. Type I - Sponge rubber, conforming to ASTM D1752, Type I.
2. Type II - Cork, conforming to ASTM D1752, Type II.
3. Type III - Self-expanding cork, conforming to ASTM D1752, Type III.
4. Type IV - Bituminous fiber, conforming to ASTM Designation D1751.

2.03 EXPANSION JOINT SEAL

- A. Expansion Joint Seal System shall consist of a preformed neoprene profile, installed using the same dimensions as the joint gap, bonded with a two-component epoxy adhesive and pressurized during the adhesive cure time.
- B. The expansion joint system shall be Hydrozo/Jeene Structural Sealing joint system by Hydrozo/Jeene, Inc, or equal.

2.04 CONTRACTION JOINT INSERTS

- A. Contraction joint inserts shall be ZipCap Control Joint former by Greenstreak Plastic Products.

2.05 EPOXY BONDING AGENT

- A. Epoxy bonding agent shall conform to ASTM C881 and shall be Sikadur 32 Hi-Mod, Sika Corporation, Lyndhurst, N.J.; Euco #452 Epoxy System, Euclid Chemical Company, Cleveland, OH, Concreive LV1 by BASF Construction Chemicals.

2.06 EPOXY RESIN BINDER

- A. Epoxy resin binder shall conform to the requirements of ASTM C-881, Type III, Grade 3, Class B and C for epoxy resin binder and shall be Sikadur 23, Low-Mod-Gel, manufactured by the Sika Corporation, Lyndhurst, N.J., Flexocrete Gel manufactured by Tamms Industries Co. or Euco #352 Gel, Euclid Chemical Company, Concreive Paste LPL or SPL by BASF Construction Chemicals.

2.07 CONCRETE ANCHORS

- A. Adhesive Anchors:
 1. Adhesive anchors shall be "Epcon G5" by ITW Redhead, "HIT HY-150 Max SD" by Hilti, Inc., "SET-XP" by Simpson Strong-Tie Co., or "Powers 1000+" by Powers Fasteners.
 2. Adhesive anchor systems shall be IBC compliant and capable of resisting short term wind and seismic loads (Seismic Design Categories A through F) as well as long term and short term sustained static loads in both cracked and uncracked concrete in all Seismic Design Categories. Structural adhesive anchor systems shall comply with the latest revision of ICC-ES Acceptance Criteria AC308, and shall have a valid ICC-ES report in accordance with the applicable building code.
- B. Concrete Anchor Materials:
 1. Concrete anchors used to anchor structural steel shall be a threaded steel rod per manufacturer's recommendations for proposed adhesive system, but shall not have a yield strength (fy) less than 58 ksi nor an ultimate strength (fu) less than 72.5 ksi, unless noted otherwise. Where steel to be anchored is galvanized, concrete anchors shall also be galvanized unless otherwise indicated on the Drawings.
 2. Concrete anchors used to anchor aluminum, FRP, or stainless steel shall be Type 304 stainless steel unless noted otherwise. All underwater concrete anchors shall be Type 316 stainless steel.

3. Nuts, washers, and other hardware shall be of a material to match the anchors.

PART 3 - EXECUTION

3.01 INSTALLATION OF EXPANSION JOINT MATERIAL AND SEALANTS

- A. Type I, II, or III shall be used in all expansion joints in structures and concrete pavements unless specifically shown otherwise on the Drawings. Type IV shall be used in sidewalk and curbing and other locations specifically shown on the Drawings.
- B. All expansion joints exposed in the finish work, exterior and interior, shall be sealed with the specified joint sealant. Expansion joint material and sealants shall be installed in accordance with manufacturer's recommended procedures and as shown on the Drawings.
- C. Expansion joint material that will be exposed after removal of forms shall be cut and trimmed to ensure a neat appearance and shall completely fill the joint except for the space required for the sealant. The material shall be held securely in place and no concrete shall be allowed to enter the joint or the space for the sealant and destroy the proper functions of the joint.
- D. A bond breaker shall be used between expansion joint material and sealant. The joint shall be thoroughly clean and free from dirt and debris before the primer and the sealant are applied. Where the finished joint will be visible, masking of the adjoining surfaces shall be carried out to avoid their discoloration. The sealant shall be neatly tooled into place and its finished surfaces shall present a clean and even appearance.
- E. Type 1 joint sealant shall be used in all expansion and contraction joints in concrete, except where Type 7 or Type 8 is required as stated below, and wherever else specified or shown on the Drawings. It shall be furnished in pour grade or gun grade depending on installation requirements. Primers shall be used as required by the manufacturer. The sealant shall be furnished in colors as directed by the Engineer.
- F. Type 8 joint sealant shall be used in all concrete pavements and floors subject to heavy traffic and wherever else specified or shown on the Drawings.
- G. Type 7 joint sealant shall be used for all joints in chlorine contact tanks and wherever specified or shown on the Drawings.

3.02 EXPANSION JOINT SEAL

- A. The expansion joint seal system shall be installed as shown on the Drawings in strict accordance with the manufacturer's recommendations.

3.03 CONTRACTION JOINT INSERTS

- A. For contraction joints in slabs, inserts shall be floated in fresh concrete during finishing.
- B. For contraction joints in walls, inserts shall be secured in place prior to casting wall.
- C. Inserts shall be installed true to line at the locations of all contraction joints as shown on the Drawings.
- D. Inserts shall extend into concrete sufficient depth as indicated on the Drawings or specified in Section 03290, Joints in Concrete.
- E. Inserts shall not be removed from concrete until concrete has cured sufficiently to prevent chipping or spalling of joint edges due to inadequate concrete strength.

3.04 EPOXY BONDING AGENT

- A. The Contractor shall use an epoxy bonding agent for bonding all fresh concrete to existing concrete as shown on the Drawings.
- B. Bonding surface shall be clean, sound and free of all dust, laitance, grease, form release agents, curing compounds, and any other foreign particles.
- C. Application of bonding agent shall be in strict accordance with manufacturer's recommendations.
- D. Fresh concrete shall not be placed against existing concrete if epoxy bonding agent has lost its tackiness.

3.05 EPOXY RESIN BINDER

- A. Epoxy resin binder shall be used to seal all existing rebar cut and burned off during demolition operations. Exposed rebar shall be burned back 1/2-inch minimum into existing concrete and the resulting void filled with epoxy resin binder.

3.06 ANCHOR INSTALLATION

- A. Concrete Anchors
 - 1. Overhead adhesive anchors, and base plates or elements they are anchoring, shall be shored as required and securely held in place during anchor setting to prevent movement during anchor installation. Movement of anchors during curing is prohibited.
 - 2. The Contractor shall verify that all concrete anchors have been installed in accordance with the manufacturer's recommendations and that the capacity of the installed anchor meets or exceeds the specified safe holding capacity.
 - 3. Concrete anchors shall not be used in place of anchor bolts without Engineer's approval.
 - 4. All stainless steel threads shall be coated with antiseize lubricant.
- B. Concrete Anchors
 - 1. Concrete at time of anchor installation shall be a minimum age of 21 days.
 - 2. All concrete anchors shall be installed in strict conformance with the manufacturer's printed installation instructions. A representative of the manufacturer shall be on site when required by the Engineer.
 - 3. All holes shall be drilled with a carbide bit unless otherwise recommended by the manufacturer. No cored holes shall be allowed unless specifically approved by the Engineer. If coring holes is allowed by the manufacturer and approved by the Engineer, cored holes shall be roughened in accordance with manufacturer requirements. Thoroughly clean drill holes of all debris and drill dust with compressed air followed by a wire brush prior to installation of adhesive and threaded rod/bolt unless otherwise recommended by the manufacturer. Degree of hole dampness shall be in strict accordance with manufacturer recommendations. Where depth of hole exceeds the length of the static mixing nozzle, a plastic extension hose shall be used to ensure proper adhesive injection from the back of the hole. Injection of adhesive into the hole shall utilize a piston plug to minimize the formation of air pockets. Wipe rod free from oil that may be present from shipping or handling.
- C. Other Bolts
 - 1. All dissimilar metal shall be connected with appropriate fasteners and shall be insulated with a dielectric or approved equal.
 - 2. All stainless steel bolts shall be coated with antiseize lubricant.

END OF SECTION

SECTION 03290 - JOINTS IN CONCRETE

PART 1 - GENERAL

1.01 REQUIREMENTS

- A. Provide all materials, labor and equipment required for the construction of all joints in concrete specified herein and shown on the Drawings.
- B. Types of joints in concrete shall be as follows:
 - 1. Construction Joints - Joints between adjacent concrete placements continuously connected with reinforcement.
 - 2. Expansion Joints - Joints in concrete which allow thermal expansion and contraction of concrete. Reinforcement terminates within concrete on each side of joint.
 - 3. Contraction Joints - Joints formed in concrete to provide a weakened plane in concrete section to control formation of shrinkage cracks.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 03100 - Concrete Formwork
- B. Section 03250 - Concrete Accessories
- C. Section 03300 - Cast-in-Place Concrete

1.03 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

- A. Without limiting the generality of the other requirements of the specifications, all work herein shall conform to the applicable requirements of the following documents. All referenced specifications, codes, and standards refer to the most current issue available at the time of Bid.
 - 1. ACI 301 - Specifications for Structural Concrete for Buildings
 - 2. ACI 318 - Building Code Requirements for Structural Concrete
 - 3. ACI 350 - Code Requirements for Environmental Engineering Concrete Structures

1.04 SUBMITTALS

- A. Submit the following in accordance with Section 01300, Submittals.
 - 1. Layout drawings showing location and type of all joints to be placed in each structure.
 - 2. Details of proposed joints in each structure.

PART 2 - MATERIALS

2.01 MATERIALS

- A. All materials required for joint construction shall comply with Section 03250 - Concrete Accessories.

PART 3 - EXECUTION

3.01 CONSTRUCTION JOINTS

- A. Construction joints shall be as shown on the Drawings. Otherwise, Contractor shall submit description of the joint and its location to Engineer for approval.
- B. Unless noted otherwise on the Drawings, construction joints shall be located near the middle of the spans of slabs, beams, and girders unless a beam intersects a girder at this point. In this case, the joints in the girders shall be offset a distance equal to twice the width of the beam. Joints in walls and columns shall be at the underside of floors, slabs, beams, or girders and the top of footings or floor slabs unless noted otherwise on Drawings. Beams, girders, brackets, column capitals, haunches, and drop panels shall be placed at the same time as slabs. Joints shall be perpendicular to the main reinforcement.
- C. Maximum distance between horizontal joints in slabs and vertical joints in walls shall be 45'-0". For exposed walls with fluid or earth on the opposite side, the spacing between vertical and horizontal joints shall be a maximum of 25'-0".
- D. All corners shall be part of a continuous placement, and should a construction joint be required, the joint shall not be located closer than five feet from a corner.
- E. All reinforcing steel and welded wire fabric shall be continued across construction joints. Keys and inclined dowels shall be provided as shown on the Drawings or as directed by the Engineer. Longitudinal keys shall be provided in all joints in walls and between walls and slabs or footings, except as specifically noted otherwise on the Drawings. Size of keys shall be as shown on the Drawings.
- F. All joints in water bearing structures shall have a waterstop. All joints below grade in walls or slabs which enclose an accessible area shall have a waterstop.

3.02 EXPANSION JOINTS

- A. Size and location of expansion joints shall be as shown on the Drawings.
- B. All expansion joints in water-bearing structures shall have a center-bulb type waterstop. All expansion joints below grade in walls or slabs which enclose an accessible area shall have a center-bulb type waterstop. Waterstop shall be as shown on Drawings and specified in Section 03250, Concrete Accessories.

3.03 CONTRACTION JOINTS

- A. Location of contraction joints shall be as shown on the Drawings.
- B. Contraction joints shall be formed with contraction joint inserts as specified in Section 03250, Concrete Accessories.
- C. Sawcutting of contraction joints in lieu of forming will not be allowed unless otherwise noted on the Drawings. Where sawcutting is allowed, joints shall be sawed as soon as the concrete

can support foot traffic without leaving any impression, normally the same day as concrete is placed and in no case longer than 24 hours after concrete is placed.

- D. Unless noted otherwise on Drawings, depth of contraction joints shall be 1-1/2 inches in reinforced concrete and 1/3 of concrete thickness in unreinforced concrete.

3.04 JOINT PREPARATION

- A. No concrete shall be allowed to enter the joint or the space for the sealant and destroy the proper functions of the joint.
- B. The surface of the concrete at all joints shall be thoroughly cleaned and all laitance removed by wire brushing, air or light sand blasting.
- C. The joint shall be thoroughly clean and free from dirt and debris before the primer and the sealant are applied. Where the finished joint will be visible, masking of the adjoining surfaces shall be carried out to avoid their discoloration. The sealant shall be neatly tooled into place and its finished surface shall present a clean and even appearance.
- D. All joints shall be sealed as shown on the Drawings and specified in Section 03250, Concrete Accessories.

END OF SECTION

SECTION 03300 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 REQUIREMENTS

- A. Provide all labor, equipment, materials and services necessary for the manufacture, transportation and placement of all plain and reinforced concrete work, as shown on the Drawings or as ordered by the Engineer.
- B. The requirements in this section shall apply to the following types of concrete:
 - 1. Class A1 Concrete: Normal weight structural concrete to be used in all structures, sidewalks and pavements, except where noted otherwise in the Contract Documents. All concrete shall be Class A1 concrete unless another class is specifically called for on Contract Documents or specified herein.
 - 2. Class B Concrete: Normal weight structural concrete used for duct bank encasements, catch basins, fence and guard post embedment, concrete fill, and other areas where specifically noted on Contract Drawings.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 03100 - Concrete Formwork
- B. Section 03200 - Reinforcing Steel
- C. Section 03250 - Concrete Accessories
- D. Section 03290 - Joints in Concrete
- E. Section 03350 - Concrete Finishes
- F. Section 03370 - Concrete Curing

1.03 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

- A. Without limiting the generality of the Specifications, all work herein shall conform to or exceed the applicable requirements of the following documents. All referenced specifications, codes, and standards refer to the most current issue available at the time of Bid.
 - 1. Kentucky Building Code
 - 2. ACI 214 Recommended Practice for Evaluation of Strength Test Results of Concrete
 - 3. ACI 301 Specifications for Structural Concrete for Buildings
 - 4. ACI 304 Guide for Measuring, Mixing, Transporting, and Placing Concrete
 - 5. ACI 305 Hot Weather Concreting
 - 6. ACI 306 Cold Weather Concreting
 - 7. ACI 309 Recommended Practice for Consolidation of Concrete

8. ACI 318 Building Code Requirements for Structural Concrete
9. ACI 350 Code Requirements for Environmental Engineering Concrete Structures
10. ACI 350.1 Specification for Tightness Testing of Environmental Engineering Concrete Structures
11. ASTM C 31 Standard Methods of Making and Curing Concrete Test Specimens in the Field
12. ASTM C 33 Standard Specification for Concrete Aggregates
13. ASTM C 39 Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
14. ASTM C42 Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
15. ASTM C 88 Standard Test Method for Soundness of Aggregates by use of Sodium Sulfate or Magnesium Sulfate
16. ASTM C 94 Standard Specification for Ready-Mixed Concrete
17. ASTM C 114 Standard Test Method for Chemical Analysis of Hydraulic Cement
18. ASTM C 136 Standard Method for Sieve Analysis of Fine and Coarse Aggregate
19. ASTM C 138 Standard Test Method for Unit Weight, Yield, and Air Content (Gravimetric) of Concrete
20. ASTM C 143 Standard Test Method for Slump of Portland Cement Concrete
21. ASTM C 150 Standard Specification for Portland Cement
22. ASTM C 172 Standard Method of Sampling Fresh Concrete
23. ASTM C 192 Standard Method of Making and Curing Concrete Test Specimens in the Laboratory
24. ASTM C 231 Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
25. ASTM C 260 Standard Specification for Air-Entraining Admixtures for Concrete
26. ASTM C 295 Standard Guide for Petrographic Examination of Aggregates for Concrete
27. ASTM C 457 Standard Recommended Practice for Microscopical Determination of Air-Void Content and Parameters of the Air-Void System in Hardened Concrete
28. ASTM C 494 Standard Specification for Chemical Admixtures For Concrete
29. ASTM C 595 Standard Specification for Blended Hydraulic Cements
30. ASTM C 618 Standard Specification for Fly Ash and Raw or Calcined Natural Pozzolan for use as a Mineral Admixture in Portland Cement Concrete

- | | |
|-----------------|---|
| 31. ASTM C 989 | Standard Specification for Slag Cement for Use in Concrete and Mortars |
| 32. ASTM C1077 | Recommended Practice for Labs Testing Concrete |
| 33. ASTM C 1567 | Standard Test Method for Potential Alkali-Silica Reactivity of Combinations of Cementitious Materials and Aggregate (Accelerated Mortar-Bar Method) |

1.04 SUBMITTALS

- A. Submit the following in accordance with Section 01300, Submittals.
1. Sources of all materials and certifications of compliance with specifications for all materials.
 2. Certified current (less than 1 year old) chemical analysis of the Portland Cement or Blended Cement to be used.
 3. Certified current (less than 1 year old) chemical analysis of fly ash or slag cement to be used.
 4. Aggregate test results showing compliance with required standards, i.e., sieve analysis, aggregate soundness tests, petrographic analysis, mortar bar expansion testing per ASTM C 1567, etc.
 5. Manufacturer's data on all admixtures stating compliance with required standards.
 6. Concrete mix design for each class of concrete specified herein.
 7. Field experience records and/or trial mix data for the proposed concrete mixes for each class of concrete specified herein.
 8. Testing procedures for structures to be leak tested.
 9. Testing report upon completion of leak testing. Report shall include test summary, test data and calculations.

1.05 QUALITY ASSURANCE

- A. Tests on materials used in the production of concrete shall be required as specified in PART 2 -- PRODUCTS. These tests shall be performed by an independent testing laboratory approved by the Engineer at no additional cost to the Owner.
- B. Trial concrete mixes shall be tested when required in accordance with Article 3.01 at no additional cost to the Owner.
- C. Field quality control tests, as specified in Article 3.10, unless otherwise stated, will be performed by a testing laboratory employed by the Owner. However, the Contractor shall be charged for the cost of any additional tests and investigation on work performed which does not meet the Specifications. Any individual who samples and tests concrete to determine if the concrete is being produced in accordance with this Specification shall be certified as a Concrete Field Testing Technician, Grade I, in accordance with ACI CP-2. Testing laboratory shall conform to requirements of ASTM C-1077.

PART 2 - PRODUCTS

2.01 HYDRAULIC CEMENT

A. Portland Cement

1. Portland Cement shall be Type II conforming to ASTM C 150. Type I cement may be used provided either fly ash or slag cement is also included in the mix in accordance with Articles 2.02 or 2.03 respectively.
2. When potentially reactive aggregates as defined in Article 2.05 are to be used in concrete mix, cement shall meet the following requirements:
 - a. For concrete mixed with only Portland Cement, the total alkalis in the cement (calculated as the percentage of Na_2O plus 0.658 times the percentage of K_2O) shall not exceed 0.40%.
 - b. For concrete mixed with Portland Cement and an appropriate amount of fly ash (Article 2.02) or slag cement (Article 2.03) the total alkalis in the Portland Cement (calculated as the percentage of Na_2O plus 0.658 times the percentage of K_2O) shall not exceed 0.85%.
3. When non-reactive aggregates as defined in Article 2.05 are used in concrete mix, total alkalis in the cement shall not exceed 1.0%.
4. The proposed Portland Cement shall not contain more than 8% tricalcium aluminate and more than 12% tetracalcium aluminoferrite.

B. Blended Cement

1. Blended cements shall be Type IP (Portland Fly Ash Cement) or Type IS (Portland Slag Cement) conforming to ASTM C 595.
2. Type IP cement shall be an interground blend of Portland Cement and fly ash in which the fly ash constituent is between 15% and 25% of the weight of the total blend.
3. Type IS cement shall be an interground blend of Portland Cement and slag cement in which the slag constituent is between 35% and 50% of the weight of the total blend.
4. Fly ash and slag cement used in the production of blended cements shall meet the requirements of Articles 2.02 and 2.03, respectively.
5. When reactive aggregates as defined in Article 2.05 are used in concrete mix, the total alkalis in the Portland Cement (calculated as the percentage of Na_2O plus 0.658 times the percentage of K_2O) shall not exceed 0.85%. The percentage of fly ash or slag cement shall be set to meet provisions of Article 2.05.G.2.

C. Different types of cement shall not be mixed nor shall they be used alternately except when authorized in writing by the Engineer. Different brands of cement or the same brand from different mills may be used alternately. A resubmittal will be required if different cements are proposed during the Project.

D. Cement shall be stored in a suitable weather-tight building so as to prevent deterioration or contamination. Cement which has become caked, partially hydrated, or otherwise damaged will be rejected.

2.02 FLY ASH

- A. Fly ash shall meet the requirements of ASTM C 618 for Class F, except that the loss on ignition shall not exceed 4%. Fly ash shall also meet the optional physical requirements for uniformity as shown in Table 3 of ASTM C 618.
- B. For fly ash to be used in the production of type IP cement, the Pozzolan Activity Index shall be greater than 75% as specified in Table 3 of ASTM C 595.
- C. Where reactive aggregates as defined in Article 2.05 are used in concrete mix, the fly ash constituent shall be between 15% and 25% of the total weight of the combined Portland Cement and fly ash. The percentage of fly ash shall be set to meet the provisions of Article 2.05.G.2.
- D. For concrete to be used in environmental concrete structures, i.e. process structures or fluid containing structures, inclusion of fly ash or slag cement in the concrete mix, is mandatory.
- E. Additional fly ash shall not be included in concrete mixed with Type IS or IP cement.

2.03 SLAG CEMENT

- A. Slag cement shall meet the requirements of ASTM C 989 including tests for effectiveness of slag in preventing excessive expansion due to alkali-aggregate reactivity as described in Appendix X-3 of ASTM C 989.
- B. Where reactive aggregates as defined in Article 2.05 are used in concrete mix, the slag cement constituent shall be between 35% and 40% of the total weight of the combined Portland Cement and slag. The percentage of slag cement shall be set to meet the provisions of Article 2.05.G.2.
- C. For concrete to be used in environmental concrete structures, i.e. process structures or fluid containing structures, inclusion of fly ash or slag cement in the concrete mix, is mandatory.
- D. Additional slag cement shall not be included in concrete mixed with type IS or IP cement.

2.04 WATER

- A. Water used for mixing concrete shall be clear, potable and free from deleterious substances such as objectionable quantities of silty organic matter, alkali, salts and other impurities.
- B. Water shall not contain more than 100 PPM chloride.
- C. Water shall not contain more than 500 PPM dissolved solids.
- D. Water shall have a pH in the range of 4.5 to 8.5.

2.05 AGGREGATES

- A. All aggregates used in normal weight concrete shall conform to ASTM C 33.
- B. Fine Aggregate (Sand) in the various concrete mixes shall consist of natural or manufactured siliceous sand, clean and free from deleterious substances, and graded within the limits of ASTM C 33.

- C. Coarse aggregates shall consist of hard, clean, durable gravel, crushed gravel or crushed rock. Coarse aggregate shall be size #57 or #67 as graded within the limits given in ASTM C 33 unless otherwise specified.
- D. For Class A4 concrete, coarse aggregate shall be Size #8M in accordance with ASTM C33.
- E. Aggregates shall be tested for gradation by sieve analysis tests in conformance with ASTM C 136.
- F. Aggregates shall be tested for soundness in accordance with ASTM C 88. The loss resulting after five cycles shall not exceed 10 percent for fine or coarse aggregate when using magnesium sulfate.
- G. Non-reactive aggregates shall meet the following requirements:
 - 1. A petrographic analysis in accordance with ASTM C295 shall be performed to identify the constituents of the fine and coarse aggregate. Non-reactive aggregates shall meet the following limitations:
 - a) Optically strained, microfractured, or microcrystalline quartz, 5.0%, maximum.
 - b) Chert or chalcedony, 3.0%, maximum.
 - c) Tridymite or cristobalite, 1.0%, maximum.
 - d) Opal, 0.5%, maximum.
 - e) Natural volcanic glass in volcanic rocks, 3.0%, maximum.
 - 2. Proposed concrete mix including proposed aggregates shall be evaluated by ASTM C-1567. Mean mortar bar expansions at 16 days shall be less than 0.08%. Tests shall be made using exact proportion of all materials proposed for use on the job in design mix submitted.
- H. All aggregates shall be considered reactive unless they meet the requirements above for non-reactive aggregates. Aggregates with a lithology essentially similar to sources in the same region found to be reactive in service shall be considered reactive regardless of the results of the tests above.
- I. Contractor shall submit a new trial mix to the Engineer for approval whenever a different aggregate or gradation is proposed.

2.06 ADMIXTURES

- A. Air entraining agent shall be added to all concrete unless noted otherwise. The agent shall consist of a neutralized vinsol resin solution or a purified hydrocarbon with a cement catalyst which will provide entrained air in the concrete in accordance with ASTM C 260. The admixture proposed shall be selected in advance so that adequate samples may be obtained and the required tests made. Air content of concrete, when placed, shall be within the ranges given in the concrete mix design.
- B. The following admixtures are required or used for water reduction, slump increase, and/or adjustment of initial set. Admixtures permitted shall conform to the requirements of ASTM C494. Admixtures shall be non-toxic after 30 days and shall be compatible with and made by the same manufacturer as the air-entraining admixtures.
 - 1. Water reducing admixture shall conform to ASTM C 494, Type A and shall contain no more than 0.05% chloride ions. Acceptable products are "Eucon Series" by the Euclid

Chemical Company, "Pozzolith Series" by BASF, and "Plastocrete Series" by Sika Corporation.

2. High range water reducer shall be sulfonated polymer conforming to ASTM C 494, Type F or G. The high range water reducer shall be added to the concrete at either the batch plant or at the job site and may be used in conjunction with a water reducing admixture. The high range water reducer shall be accurately measured and pressure injected into the mixer as a single dose by an experienced technician. A standby system shall be provided and tested prior to each day's operation of the job site system. Concrete shall be mixed at mixing speed for a minimum of 100 mixer revolutions after the addition of the high range water reducer. Acceptable products are "Eucon 37" or Plastol 5000 by the Euclid Chemical Company, "Rheobuild 1000 or Glenium Series" by BASF, and "Daracem 100 or Advaflow Series" by W.R. Grace.
 3. A non-chloride, non-corrosive accelerating admixture may be used where specifically approved by the Engineer. The admixture shall conform to ASTM C 494, Type C or E, and shall not contain more chloride ions than are present in municipal drinking water. The admixture manufacturer must have long-term non-corrosive test data from an independent testing laboratory (of at least a year's duration) using an acceptable accelerated corrosion test method such as that using electrical potential measures. Acceptable products are "Accelguard 80/90 or NCA" by the Euclid Chemical Company and "Daraset" by W.R. Grace.
 4. A water reducing retarding admixture may be used where specifically approved by the Engineer. The admixture shall conform to ASTM C494, Type D and shall not contain more than 0.05% chloride ions. Acceptable products are "Eucon NR or Eucon Retarder 100" by the Euclid Chemical Company, "Pozzolith Retarder" by BASF, and "Plastiment" by Sika Corporation.
- C. Admixtures containing calcium chloride, thiocyanate or more than 0.05 percent chloride ions are not permitted. The addition of admixtures to prevent freezing is not permitted.
- D. The Contractor shall submit manufacturer's data including the chloride ion content of each admixture and certification from the admixture manufacturer that all admixtures utilized in the design mix are compatible with one another and properly proportioned prior to mix design review by the Engineer.

2.07 CONCRETE MIX DESIGN

- A. The proportions of cement, aggregates, admixtures and water used in the concrete mixes shall be based on the results of field experience or preferably laboratory trial mixes in conformance with Section 5.3. "Proportioning on the Basis of Field Experience and/or Trial Mixtures" of ACI 318 and ACI 350. When trial mixes are used they shall also conform to Article 3.01 of this Section of the Specifications. If field experience records are used, concrete strength results shall be from concrete mixed with all of the ingredients proposed for use on job used in similar proportions to mix proposed for use on job. Contractor shall submit verification confirming this stipulation has been followed. Field experience records and/or trial mix data used as the basis for the proposed concrete mix design shall be submitted to the Engineer along with the proposed mix.
- B. Structural concrete shall conform to the following requirements. Cementitious materials refer to the total combined weight of all cement, fly ash, and slag cement contained in the mix.
1. Compressive Strength (28 day)
 - a. Concrete Class A1
4,500 psi (minimum)
6,500 psi (maximum)
 - b. Class B
3,000 psi (minimum)

2. Maximum water/cementitious materials ratio, by weight
 - a. Concrete Class A1 0.42
 - b. Class B 0.50
3. Slump range
 - a. 4" nominal unless high range water reducing admixture is used.
 - b. 3" maximum before addition of high range water reducing admixture.
4. Air Content
 - a. Concrete Class A1 6% ±1.5%
 - b. Class B 3% Max

PART 3 - EXECUTION

3.01 TRIAL MIXES

- A. When trial mixes are used to confirm the quality of a proposed concrete mix in accordance with Section 5.3, "Proportioning on the Basis of Field Experience and/or Trial Mixtures" of ACI 318 and ACI 350, an independent testing laboratory designated by the Contractor and acceptable to the Engineer shall test a trial batch of each of the preliminary concrete mixes submitted by the Contractor. The trial batches shall be prepared using the aggregates, cement and admixtures proposed for the project. The trial batch materials shall be of a quantity such that the testing laboratory can obtain enough samples to satisfy requirements stated below. Tests on individual materials stated in PART 2 -- PRODUCTS should already be performed before any trial mix is done. The cost of laboratory trial batch tests for each specified concrete mix will be borne by the Contractor and the Contractor shall furnish and deliver the materials to the testing laboratory at no cost to the Owner.
- B. An independent testing laboratory shall prepare a minimum of fifteen (15) standard test cylinders in accordance with ASTM C 31 in addition to conducting slump (ASTM C 143), air content (C 231) and unit weight (C 138) tests. Compressive strength test on the cylinders shall subsequently be performed by the same laboratory in accordance with ASTM C 39 as follows: Test 3 cylinders at age 7 days; test 3 cylinders at age 21 days; test 3 cylinders at age 28 days and test 3 cylinders at 56 days. The cylinders shall be carefully identified as "Trial Mix, Contract No. _____, Product _____." If the average 28-day compressive strength of the trial mix is less than that specified, or if any single cylinder falls below the required strength by more than 500 psi, the mix shall be corrected, another trial batch prepared, test cylinders taken, and new tests performed as before. Any such additional trial batch testing required shall be performed at no additional cost to the Owner. Adjustments to the mix shall be considered refinements to the mix design and shall not be the basis for extra compensation to the Contractor.

3.02 PRODUCTION OF CONCRETE

- A. All concrete shall be machine mixed. Hand mixing of concrete will not be permitted. The Contractor may supply concrete from a ready mix plant or from a site mixed plant. In selecting the source for concrete production the Contractor shall carefully consider its capability for providing quality concrete at a rate commensurate with the requirements of the placements so that well bonded, homogenous concrete, free of cold joints, is assured.

B. Ready-Mixed Concrete

1. At the Contractor's option, ready-mixed concrete may be used meeting the requirements for materials, batching, mixing, transporting, and placing as specified herein and in accordance with ASTM C 94.
2. Truck mixers shall be equipped with electrically-actuated counters by which the number of revolutions of the drum or blades may be readily verified. The counter shall be of the resettable, recording type, and shall be mounted in the driver's cab. The counters shall be actuated at the time of starting mixers at mixing speeds.
3. Each batch of concrete shall be mixed in a truck mixer for not less than 100 revolutions of the drum or blades at the rate of rotation designated by the manufacturer of equipment. Additional mixing, if any, shall be at the speed designated by the manufacturer of the equipment as agitating speed. All materials including mixing water shall be in the mixer drum before actuating the revolution counter for determining the number of revolutions of mixing.
4. Truck mixers and their operation shall be such that the concrete throughout the mixed batch, as discharged, is within acceptable limits of uniformity with respect to consistency, mix and grading. If slump tests taken at approximately the 1/4 and 3/4 points of the load during discharge give slumps differing by more than one inch when the specified slump is 3 inches or less, or if they differ by more than 2 inches when the specified slump is more than 3 inches, the mixer shall not be used on the work unless the causing condition is corrected and satisfactory performance is verified by additional slump tests. All mechanical details of the mixer, such as water measuring and discharge apparatus, condition of the blades, speed of rotation, general mechanical condition of the unit and clearance of the drum, shall be checked before a further attempt to use the unit will be permitted.
5. Ready-mixed concrete shall be delivered to the site for the work and discharge shall be completed before the drum has been revolved 300 revolutions and within the time requirements stated in Article 3.03 of this Section.
6. Each and every concrete delivery shall be accompanied by a delivery ticket containing at least the following information:
 - a. Date and truck number
 - b. Ticket number
 - c. Mix designation of concrete
 - d. Cubic yards of concrete
 - e. Cement brand, type and weight in pounds
 - f. Weight in pounds of fine aggregate (sand)
 - g. Weight in pounds of coarse aggregate (stone)
 - h. Air entraining agent, brand, and weight in pounds and ounces
 - i. Other admixtures, brand, and weight in pounds and ounces
 - j. Water, in gallons, stored in attached tank
 - k. Water, in gallons, maximum that can be added without exceeding design water/cement ratio
 - l. Water, in gallons, actually used (by truck driver)
 - m. Time of loading
 - n. Time of delivery to job (by truck driver)
7. Any truck delivering concrete to the job site, which is not accompanied by a delivery ticket showing the above information will be rejected and such truck shall immediately depart from the job site.
8. The use of non-agitating equipment for transporting ready-mixed concrete will not be permitted. Combination truck and trailer equipment for transporting ready-mixed

concrete will not be permitted. The quality and quantity of materials used in ready-mixed concrete and in batch aggregates shall be subject to continuous inspection at the batching plant by the Engineer.

C. Site Mixed Concrete

1. Scales for weighing concrete ingredients shall be accurate when in use within ± 0.4 percent of their total capacities. Standard test weights shall be available to permit checking scale accuracy.
2. Operation of batching equipment shall be such that the concrete ingredients are consistently measured within the following tolerances:
 - a. Cement, fly ash, or slag cement ± 1 percent
 - b. Water ± 1 percent
 - c. Aggregates ± 2 percent
 - d. Admixtures ± 3 percent
3. Each batch shall be so charged into the mixer that some water will enter in advance of the cement and aggregates. Water shall continue for a period which may extend to the end of the first 25 percent of the specified mixing time. Controls shall be provided to prevent batched ingredients from entering the mixer before the previous batch has been completely discharged.
4. The concrete shall be mixed in a batch mixer capable of thoroughly combining the aggregates, cement, and water into a uniform mass within the specified mixing time, and of discharging the concrete without harmful segregation. The mixer shall bear a manufacturer's rating plate indicating the rate capacity and the recommended revolutions per minute and shall be operated in accordance therewith.
5. Mixers with a rate capacity of 1 cu.yd. or larger shall conform to the requirements of the Plant Mixer Manufacturers' Division of the Concrete Plant Manufacturers' Bureau.
6. Except as provided below, batches of 1 cu. yd. or less shall be mixed for not less than 1 minute. The mixing time shall be increased 15 seconds for each cubic yard or fraction thereof of additional capacity.
7. Shorter mixing time may be permitted provided performance tests made in accordance with of ASTM C 94 indicate that the time is sufficient to produce uniform concrete.
8. Controls shall be provided to insure that the batch cannot be discharged until the required mixing time has elapsed. At least three-quarters of the required mixing time shall take place after the last of the mixing water has been added.
9. The interior of the mixer shall be free of accumulations that will interfere with mixing action. Mixer blades shall be replaced when they have lost 10 percent of their original height.
10. Air-entraining admixtures and other chemical admixtures shall be charged into the mixer as solutions and shall be measured by means of an approved mechanical dispensing device. The liquid shall be considered a part of the mixing water. Admixtures that cannot be added in solution may be weighed or may be measured by volume if so recommended by the manufacturer.
11. If two or more admixtures are used in the concrete, they shall be added separately to avoid possible interaction that might interfere with the efficiency of either admixture or adversely affect the concrete.

12. Addition of retarding admixtures shall be completed within 1 minute after addition of water to the cement has been completed, or prior to the beginning of the last three-quarters of the required mixing, whichever occurs first. Retarding admixtures shall not be used unless approved by the Engineer.
13. Concrete shall be mixed only in quantities for immediate use and within the time and mixing requirements of ASTM C 94.

3.03 CONCRETE PLACEMENT

- A. No concrete shall be placed prior to approval of the concrete mix design. Concrete placement shall conform to the recommendations of ACI 304.
- B. Prior to concrete placement, all reinforcement shall be securely and properly fastened in its correct position. Formwork shall be clean, oiled and form ties at construction joints shall be retightened. All bucks, sleeves, castings, hangers, pipe, conduits, bolts, anchors, wire, and any other fixtures required to be embedded therein shall be in place. Forms for openings to be left in the concrete shall be in place and anchored by the Contractor. All loose debris in bottoms of forms or in keyways shall be removed and all debris, water, snow, ice and foreign matter shall be removed from the space to be occupied by the concrete. The Contractor shall notify the Engineer in advance of placement, allowing sufficient time for a concurrent inspection and for any corrective measures which are subsequently required.
- C. On horizontal joints where concrete is to be placed on hardened concrete, flowing concrete containing a high range water reducing admixture shall be placed with a slump not less than 8 inches for the initial placement at the base of the wall. This concrete shall be worked well into the irregularities of the hard surface.
- D. All concrete shall be placed during the daylight hours except with the consent of the Engineer. If special permission is obtained to carry on work during the night, adequate lighting must be provided.
- E. When concrete arrives at the project with slump below that suitable for placing, as indicated by the Specifications, water may be added to bring the concrete within the specified slump range provided that the design water-cement ratio is not exceeded. The water shall be incorporated by additional mixing equal to at least half of the total mixing required. Water may be added only to full trucks. On-site tempering shall not relieve the Contractor from furnishing a concrete mix that meets all specified requirements.
- F. Concrete shall be conveyed as rapidly as practicable to the point of deposit by methods which prevent the separation or loss of the ingredients. It shall be so deposited that rehandling will be unnecessary. Discharge of the concrete to its point of deposit shall be completed within 90 minutes after the addition of the cement to the aggregates. In hot weather, or under conditions contributing to quick stiffening of the concrete, the time between the introduction of the cement to the aggregates and discharge shall not exceed the requirements stated in Article 3.09 of this Section.
- G. Where concrete is conveyed to position by chutes, a practically continuous flow in the chute shall be maintained. The angle and discharge arrangement of the chute shall be such as to prevent segregation of the concrete ingredients. The delivery end of the chute shall be as close as possible to the point of deposit and in no case shall the free pour from the delivery end of the chute exceed five feet, unless approved otherwise by Engineer.
- H. Special care must be exercised to prevent splashing of forms or reinforcement with concrete, and any such splashes or accumulations of hardened or partially hardened concrete on the forms or reinforcement above the general level of the concrete already in place must be removed before the work proceeds. Concrete shall be placed in all forms in such way as to prevent any segregation.

- I. Placing of concrete shall be so regulated that the pressure caused by the wet concrete shall not exceed that used in the design of the forms.
- J. All concrete for walls shall be placed through openings in the form spaced at frequent intervals or through tremies (heavy duct canvas, rubber, etc.), equipped with suitable hopper heads. Tremies shall be of variable lengths so the free fall shall not exceed five (5) feet and a sufficient number shall be placed in the form to ensure the concrete is kept level at all times.
- K. When placing concrete which is to be exposed, sufficient illumination shall be provided in the interior of the forms so the concrete, at places of deposit, is visible from deck and runways.
- L. Concrete shall be placed so as to thoroughly embed all reinforcement, inserts, and fixtures.
- M. When forms are removed, surfaces shall be even and dense, free from aggregate pockets or honeycomb. To achieve this, concrete shall be consolidated using mechanical vibration, supplemented by forking and spading by hand in the corners and angle of forms and along form surfaces while the concrete is plastic under the vibratory action. Consolidation shall conform to ACI 309.
- N. Mechanical vibration shall be applied directly to the concrete, unless otherwise approved by the Engineer. The bottom of vibrators used on floor slabs must not be permitted to ride the form supporting the slab. Vibration shall be applied at the point of deposit and in the area of freshly placed concrete by a vertical penetration of the vibrator. Vibrators shall not be used to move concrete laterally within the forms.
- O. The intensity of vibration shall be sufficient to cause settlement of the concrete into place and to produce monolithic joining with the preceding layer. It shall be of sufficient duration to accomplish thorough compaction and complete embedment of reinforcement and fixtures with a vibrator transmitting not less than 7,500 impulses per minute. Since the duration of vibration per square foot of surface is dependent on the frequency (impulses per minute), size of vibrator, and slump of concrete, the length of time must therefore be determined in the field. Vibration, however, shall not be continued in any one location to the extent that pools of grout are formed.
- P. Care shall be taken to prevent cold joints when placing concrete in any portion of the work. The concrete placing rate shall be such as to ensure that each layer is placed while the previous layer is soft or plastic, so that the two layers can be made monolithic by penetration of the vibrators. Maximum thickness of concrete layers shall be 18 inches. The surface of the concrete shall be level whenever a run of concrete is stopped.
- Q. To prevent feathered edges, construction joints located at the tops of horizontal lifts near sloping exposed concrete surfaces shall be inclined near the exposed surface, so the angle between such inclined surface and the exposed concrete surface will be not less than 50 degrees.
- R. In placing unformed concrete on slopes, the concrete shall be placed ahead of a non-vibrated slip-form screed extending approximately 2-1/2 feet back from its leading edge. The method of placement shall provide a uniform finished surface with the deviation from the straight line less than 1/8 inch in any concrete placement. Concrete ahead of the slip-form screed shall be consolidated by internal vibrators so as to ensure complete filling under the slip-form. Prior to placement of concrete on sloped walls or slabs, the Contractor shall submit a plan specifically detailing methods and sequence of placements, proposed concrete screed equipment, location of construction joints and waterstops, and/or any proposed deviations from the aforementioned to the Engineer for review and approval.
- S. Concrete shall not be placed during rains sufficiently heavy or prolonged to wash mortar from coarse aggregate on the forward slopes of the placement. Once placement of concrete has

commenced in a block, placement shall not be interrupted by diverting the placing equipment to other uses.

3.04 PLACING FLOOR SLABS ON GRADE

- A. The subgrade for slabs on ground shall be well drained and of adequate and uniform loadbearing nature. The in-place density of the subgrade soils shall be at least the minimum required by the specifications. No foundation, slab, or pavement concrete shall be placed until the depth and character of the foundation soils have been inspected and approved by the Engineer.
- B. The subgrade shall be free of frost before concrete placing begins. If the temperature inside a building where concrete is to be placed is below freezing it shall be raised and maintained above 50°F long enough to remove all frost from the subgrade.
- C. The subgrade shall be moist at the time of concreting. If necessary, it shall be dampened with water in advance of concreting, but there shall be no free water standing on the subgrade nor any muddy or soft spots when the concrete is placed.
- D. Thirty-pound felt paper shall be provided between edges of slab-on-grade and vertical and horizontal concrete surfaces, unless otherwise indicated on the Drawings.
- E. Contraction joints shall be provided in slabs-on-grade at locations indicated on the Drawings. Contraction joints shall be installed as per Section 03290 - Joints in Concrete.
- F. Floor slabs shall be screeded level or pitched to drain as indicated on the Drawings. Finishes shall conform with the requirements of Section 03350 - Concrete Finishes.

3.05 ORDER OF PLACING CONCRETE

- A. In order to minimize the effects of shrinkage, the concrete shall be placed in units as bounded by construction joints shown on the Drawings and maximum lengths as indicated on Drawings. Where required on the Drawings and wherever else practical, the placing of such units shall be done in a strip pattern in accordance with ACI 302.1. A minimum of 72 hours shall pass prior to placing concrete directly adjacent to previously placed concrete.

3.06 CONCRETE WORK IN COLD WEATHER

- A. Cold weather concreting procedures shall conform to the requirements of ACI 306.
- B. The Engineer may prohibit the placing of concrete at any time when air temperature is 40°F. or lower. If concrete work is permitted, the concrete shall have a minimum temperature, as placed, of 55°F. for placements less than 12" thick, 50°F. for placements 12" to 36" thick, and 45°F for placements greater than 36" thick. The temperature of the concrete as placed shall not exceed the aforementioned minimum values by more than 20°F, unless otherwise approved by the Engineer.
- C. All aggregate and water shall be preheated. Precautions shall be taken to avoid the possibility of flash set when aggregate or water are heated to a temperature in excess of 100°F. in order to meet concrete temperature requirements. The addition of admixtures to the concrete to prevent freezing is not permitted. All reinforcement, forms, and concrete accessories with which the concrete is to come in contact shall be defrosted by an approved method. No concrete shall be placed on frozen ground.

3.07 CONCRETE WORK IN HOT WEATHER

- A. Hot weather concreting procedures shall conform to the requirements of ACI 305.
- B. When air temperatures exceed 85°F., or when extremely dry conditions exist even at lower temperatures, particularly if accompanied by high winds, the Contractor and his concrete supplier shall exercise special and precautionary measures in preparing, delivering, placing, finishing, curing and protecting the concrete mix. The Contractor shall consult with the Engineer regarding such measures prior to each day's placing operation and the Engineer reserves the right to modify the proposed measures consistent with the requirements of this Section of the Specifications. All necessary materials and equipment shall be on hand and in position prior to each placing operation.
- C. Preparatory work at the job site shall include thorough wetting of all forms, reinforcing steel and, in the case of slab pours on ground or subgrade, spraying the ground surface on the preceding evening and again just prior to placing. No standing puddles of water shall be permitted in those areas which are to receive the concrete.
- D. The temperature of the concrete mix when placed shall not exceed 90°F.
- E. Temperature of mixing water and aggregates shall be carefully controlled and monitored at the supplier's plant, with haul distance to the job site being taken into account. Stockpiled aggregates shall, if necessary, be shaded from the sun and sprinkled intermittently with water. If ice is used in the mixing water for cooling purposes, it must be entirely melted prior to addition of the water to the dry mix.
- F. Delivery schedules shall be carefully planned in advance so that concrete is placed as soon as practical after it is properly mixed. For hot weather concrete work (air temperature greater than 85°F), discharge of the concrete to its point of deposit shall be completed within 60 minutes from the time the concrete is batched.
- G. The Contractor shall arrange for an ample work force to be on hand to accomplish transporting, vibrating, finishing, and covering of the fresh concrete as rapidly as possible.

3.08 QUALITY CONTROL

- A. Field Testing of Concrete
 - 1. The Contractor shall coordinate with the Owner's testing firm personnel as required for concrete testing.
 - 2. The Owner will identify a sampling and testing firm.
 - 3. Per the Contract Documents, the Contractor shall schedule the presence of the sampling technician. The number of sampling technicians required to be on-site shall be as directed/approved by the Resident Project Representative (RPR). The RPR shall consult with the Owner should there be any questions.
 - 4. The RPR shall have designated authority to accept or reject all concrete.
 - 5. The first truck is defined as the first truck as accepted by the RPR.
 - 6. Concrete for testing shall be supplied by the Contractor at no additional cost to the Owner, and the Contractor shall provide assistance to the testing laboratory in obtaining samples. The Contractor shall dispose of and clean up all excess material.
 - 8. For every placement of concrete that is 10 cubic yards or less, the following tests shall be performed (as described in paragraphs B through E below):

- a. Consistency
 - b. Unit Weight
 - c. Air content
 - d. Compressive Strength
 - e. Temperature
9. For every placement of concrete that is larger than 10 cubic yards, the following tests shall be performed for every 50 cubic yards (as described in paragraphs B through E below):
- a. Consistency – test the first truck and one additional truck randomly selected by the Owner's Resident Project Representative (RPR).
 - b. Unit Weight – test one truck randomly selected by the RPR
 - c. Air content - test the first truck and one additional truck randomly selected by the RPR.
 - d. Compressive Strength - test one truck randomly selected by the RPR
 - e. Temperature - test one truck randomly selected by the RPR

The sampling of concrete is approved at the truck discharge. If a concrete pump is employed, the Contractor is advised that 1.5-3.0% air is lost in pumping and such should be accounted for at the point of testing. Therefore, the air content should be adjusted to ensure that the air content meets the specification at the point of placement.

The first truck is defined as the first truck as accepted by the RPR. The RPR shall have the authority of the Owner to accept or reject all concrete.

10. Sampling is at the discretion of the RPR.
11. Additional testing may be required as deemed necessary by the Owner.

B. Consistency

1. The consistency of the concrete will be checked by the Owner's testing firm by standard slump cone tests. The Contractor shall make any necessary adjustments in the mix as the Owner or Engineer may direct and shall upon written order suspend all placing operations in the event the consistency does not meet the intent of the specifications. No payment shall be made for any delays, material or labor costs due to such eventualities.
2. Slump tests shall be made in accordance with ASTM C 143.
3. Concrete with a specified nominal slump shall be placed having a slump within 1" (higher or lower) of the specified slump. Concrete with a specified maximum slump shall be placed having a slump less than the specified slump.

C. Unit Weight

1. Samples of freshly mixed concrete shall be tested for unit weight by the Owner's testing firm in accordance with ASTM C 138.

D. Air Content

1. Samples of freshly mixed concrete will be tested for entrained air content by the Owner's testing firm in accordance with ASTM C 231.
2. In the event test results are outside the limits specified, additional testing shall occur. Upon discovery of incorrect air entrainment, the concrete shall be removed from the jobsite.

E. Compressive Strength

1. Samples of freshly mixed concrete will be taken by the Owner's testing firm and tested for compressive strength in accordance with ASTM C 172, C 31 and C 39, except as modified herein.
2. Each sampling shall consist of at least five (5) 6x12 cylinders or (8) 4x8 cylinders. Each cylinder shall be identified by a tag, which shall be hooked or wired to the side of the container. The Owner's testing firm will fill out the required information on the tag, and the Contractor shall satisfy himself that such information shown is correct.
3. The Contractor shall be required to furnish labor to the Owner for assisting in preparing test cylinders for testing. The Contractor shall provide approved curing boxes for storage of cylinders on site. The insulated curing box shall be of sufficient size and strength to contain all the specimens made in any four consecutive working days and to protect the specimens from falling over, being jarred or otherwise disturbed during the period of initial curing. The box shall be erected, furnished and maintained by the Contractor. Such box shall be equipped to provide the moisture and to regulate the temperature necessary to maintain the proper curing conditions required by ASTM C 31. Such box shall be located in an area free from vibration such as pile driving and traffic of all kinds and such that all specimen are shielded from direct sunlight and/or radiant heating sources. No concrete requiring inspection shall be delivered to the site until such storage curing box has been provided. Specimens shall remain undisturbed in the curing box until ready for delivery to the testing laboratory but not less than sixteen hours.
4. The Contractor shall be responsible for maintaining the temperatures of the curing box during the initial curing of test specimens with the temperature preserved between 60°F and 80°F as measured by a maximum-minimum thermometer. The Contractor shall maintain a written record of curing box temperatures for each day curing box contains test specimens. Temperature shall be recorded a minimum of three times a day with one recording at the start of the work day and one recording at the end of the work day.
5. When transported, the cylinders shall not be thrown, dropped, allowed to roll, or be damaged in any way.

F. Evaluation and Acceptance of Concrete

1. Evaluation and acceptance of the compressive strength of concrete shall be according to the requirements of ACI 214, ACI 318, and ACI 350.
2. The strength level of concrete will be considered satisfactory if all of the following conditions are satisfied.
 - a. Every arithmetic average of any three consecutive strength tests equals or exceeds the minimum specified 28-day compressive strength for the mix (see Article 2.07).
 - b. No individual compressive strength test results falls below the minimum specified strength by more than 500 psi.
 - c. No more than 10% of the compressive tests have strengths greater than the maximum strength specified.
3. In the event any of the conditions listed above are not met, the mix proportions shall be corrected for the next concrete placing operation.
4. In the event that condition 2B is not met, additional tests in accordance with Article 3.10, paragraph H shall be performed.

5. When a ratio between 7-day and 28-day strengths has been established by these tests, the 7-day strengths shall subsequently be taken as a preliminary indication of the 28-day strengths. Should the 7-day test strength from any sampling be more than 10% below the established minimum strength, the Contractor shall:
 - a. Immediately provide additional periods of curing in the affected area from which the deficient test cylinders were taken.
 - b. Maintain or add temporary structural support as required.
 - c. Correct the mix for the next concrete placement operation, if required to remedy the situation.
6. All concrete which fails to meet the ACI requirements and these specifications is subject to removal and replacement at no additional cost to the Owner.

H. Additional Tests

1. In the event the 28-day test cylinders fail to meet the minimum strength requirements as outlined in Article 3.10, paragraph F, the Contractor shall have concrete core specimens obtained and tested from the affected area immediately.
 - a. Three cores shall be taken by the Owner's testing firm for each sample in which the strength requirements were not met.
 - b. The concrete in question will be considered acceptable if the average compressive strength of a minimum of three test core specimens taken from a given area equal or exceed 85% of the specified 28-day strength and if the lowest core strength is greater than 75% of the specified 28-day strength.
2. Concrete placed with compressive strengths greater than the maximum strength specified shall be removed and replaced or repaired as deemed necessary by the Engineer.

3.09 CARE AND REPAIR OF CONCRETE

- A. The Contractor shall protect all concrete against injury or damage from excessive heat, lack of moisture, overstress, or any other cause until final acceptance by the Owner. Particular care shall be taken to prevent the drying of concrete and to avoid roughening or otherwise damaging the surface. Care shall be exercised to avoid jarring forms or placing any strain on the ends of projecting reinforcing bars. Any concrete found to be damaged, or which may have been originally defective, or which becomes defective at any time prior to the final acceptance of the completed work, or which departs from the established line or grade, or which, for any other reason, does not conform to the requirements of the Contract Documents, shall be satisfactorily repaired or removed and replaced with acceptable concrete at no additional cost to the Owner.
- B. Areas of honeycomb shall be chipped back to sound concrete and repaired as directed by the Engineer.
- C. Concrete formwork blowouts or unacceptable deviations in tolerances for formed surfaces due to improperly constructed or misaligned formwork shall be repaired as directed by the Engineer. Bulging or protruding areas, which result from slipping or deflecting forms shall be ground flush or chipped out and redressed as directed by the Engineer.
- D. Areas of concrete in which cracking, spalling, or other signs of deterioration develop prior to final acceptance shall be removed and replaced, or repaired as directed by the Engineer. This stipulation includes concrete that has experienced cracking due to drying or thermal

shrinkage of the concrete. Structural cracks shall be repaired using an epoxy injection system approved by the Engineer. Non-structural cracks shall be repaired using a hydrophilic resin pressure injected grout system approved by the Engineer, unless other means of repair are deemed necessary and approved by the Engineer. Extensive repair or replacement will be considered for concrete placed having compressive strengths greater than maximum strength specified. All repair work shall be performed at no additional cost to the Owner.

- E. Concrete which fails to meet the strength requirements as outlined in Article 3.10, Paragraph F, will be analyzed by the Engineer as to its adequacy based upon loading conditions, resultant stresses and exposure conditions for the particular area of concrete in question. If the concrete in question is found unacceptable based upon this analysis, that portion of the structure shall be strengthened or replaced by the Contractor at no additional cost to the Owner. The method of strengthening or extent of replacement shall be directed by the Engineer.

END OF SECTION

SECTION 03350 - CONCRETE FINISHES

PART 1 - GENERAL

1.01 REQUIREMENTS

- A. Furnish all materials, labor, and equipment required to provide finishes of all concrete surfaces specified herein and shown on the Drawings.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 03100 - Concrete Formwork
- B. Section 03300 - Cast-in-Place Concrete

1.03 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

- A. Without limiting the generality of the other requirements of the specifications, all work herein shall conform to the applicable requirements of the following documents. All referenced specifications, codes, and standards refer to the most current issue available at the time of Bid.
 - 1. ACI 301 - Specifications for Structural Concrete for Buildings
 - 2. ACI 318 - Building Code Requirements for Structural Concrete

1.04 SUBMITTALS

- A. Submit the following in accordance with Section 01300 - Submittals.
 - 1. Manufacturer's literature on all products specified herein.

PART 2 - PRODUCTS

NOT APPLICABLE

PART 3 - EXECUTION

3.01 FINISHES ON FORMED CONCRETE SURFACES

- A. After removal of forms, the finishes described below shall be applied in accordance with Article 3.05 - Concrete Finish Schedule. Unless the finish schedule specifies otherwise, all surfaces shall receive at least a Type I finish. The Engineer shall be the sole judge of acceptability of all concrete finish work.
 - 1. Type I - Rough: All fins, burrs, offsets, marks and all other projections left by the forms shall be removed. Projections, depressions, etc. below finished grade required to be removed will only be those greater than 1/4-inch. All holes left by removal of ends of ties, and all other holes, depressions, bugholes, air/blow holes or voids shall be filled solid with cement grout after first being thoroughly wetted and then struck off flush. The only holes below grade to be filled will be tie holes and any other holes larger than 1/4-inch in any dimension. Honeycombs shall be chipped back to solid concrete and repaired as directed by the Engineer. All holes shall be filled with tools, such as sponge floats and trowels, that will permit packing the hole solidly with cement grout. Cement grout shall

consist of one part cement to three parts sand, epoxy bonding agent (for tie holes only) and the amount of mixing water shall be as little as consistent with the requirements of handling and placing. Color of cement grout shall match the adjacent wall surface.

2. Type II - Grout Cleaned: Where this finish is required, it shall be applied after completion of Type I finish. After the concrete has been predampened, a slurry consisting of one part cement (including an appropriate quantity of white cement in order to produce a color matching the surrounding concrete) and 1-1/2 parts sand passing the No. 16 sieve, by damp loose volume, shall be spread over the surface with clean burlap pads or sponge rubber floats. Mix proportions shall be submitted to the Engineer after a sample of the work is established and accepted. Any surplus shall be removed by scraping and then rubbing with clean burlap.
3. Type III - Smooth Rubbed: Where this finish is required, it shall be applied after the completion of the Type I finish. No rubbing shall be done before the concrete is thoroughly hardened and the mortar used for patching is firmly set. A smooth, uniform surface shall be obtained by wetting the surface and rubbing it with a carborundum stone to eliminate irregularities. Unless the nature of the irregularities require it, the general surface of the concrete shall not be cut into. Corners and edges shall be slightly rounded by the use of the carborundum stone. Brush finishing or painting with grout or neat cement will not be permitted. A 100 square foot example shall be established at the beginning of the project to establish acceptability.

3.02 FINISHES ON EQUIPMENT PADS

- A. Formed surfaces of equipment pads shall receive a Type III finish.
- B. Top surfaces of equipment pads, except those surfaces subsequently required to receive grout and support equipment bases, shall receive a Type "D" finish, unless otherwise noted. Surfaces which will later receive grout shall, before the concrete takes its final set, be made rough by removing the sand and cement that accumulates on the top to the extent that the aggregate will be exposed with irregular indentations in the surface up to 1/2 inch deep.

3.05 CONCRETE FINISH SCHEDULE

Item	Type of Finish
Exterior concrete walls below grade	I
Exterior exposed concrete walls, manholes, hand holes, miscellaneous structures and columns (including top of wall) to one foot below grade. All other exposed concrete surfaces not specified elsewhere	II

END OF SECTION

SECTION 03370 - CONCRETE CURING

PART 1 - GENERAL

1.01 REQUIREMENTS

- A. Protect all freshly deposited concrete from premature drying and from the weather elements. The concrete shall be maintained with minimal moisture loss at a relatively constant temperature for a period of time necessary for the hydration of the cement and proper hardening of the concrete in accordance with the requirements specified herein.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 03100 - Concrete Formwork
- B. Section 03300 - Cast-In-Place Concrete
- C. Section 03350 - Concrete Finishes

1.03 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

- A. Without limiting the generality of the other requirements of the specifications, all work herein shall conform to the applicable requirements of the following documents. All referenced specifications, codes, and standards refer to the most current issue available at the time of Bid.
 - 1. ACI 301 - Specifications for Structural Concrete for Buildings
 - 2. ACI 304 - Guide for Measuring, Mixing, Transporting, and Placing Concrete
 - 3. ACI 305 - Hot Weather Concreting
 - 4. ACI 306 - Cold Weather Concreting
 - 5. ACI 308 - Standard Practice for Curing Concrete
 - 6. ASTM C171 - Standard Specifications for Sheet Materials for Curing Concrete
 - 7. ASTM C309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
 - 8. Federal Specification TT-C-800

1.04 SUBMITTALS

- A. Submit the following in accordance with Section 01300, Submittals.
 - 1. Proposed procedures for protection of concrete under wet weather placement conditions.
 - 2. Proposed normal procedures for protection and curing of concrete.
 - 3. Proposed special procedures for protection and curing of concrete under hot and cold weather conditions.
 - 4. Proposed method of measuring concrete surface temperature changes.

5. Manufacturer's literature and material certification for proposed curing compounds.

PART 2 - PRODUCTS

2.01 LIQUID MEMBRANE-FORMING CURING COMPOUND

- A. Clear curing and sealing compound shall be a clear styrene acrylate type complying with ASTM C 1315, Type 1, Class A with a minimum solids content of 25%. Moisture loss shall not be greater than 0.40 kg/m² when applied at 300 sq.ft./gal. Manufacturer's certification is required. Acceptable products are Super Diamond Clear VOX by the Euclid Chemical Company, Sonneborn Kure N Seal 30 by BASF Construction Chemicals, and Cure & Seal 30 Plus by Symons Corporation.
- B. Where specifically approved by Engineer, on slabs to receive subsequent applied finishes, compound shall conform to ASTM C 309. Acceptable products are "Kurez DR VOX" or "Kurez W VOX" by the Euclid Chemical Company. Install in strict accordance with manufacturer's requirements.

2.02 EVAPORATION REDUCER

- A. Evaporation reducer shall be BASF, "Confilm", or Euclid Chemical "Euco-Bar".

PART 3 - EXECUTION

3.01 PROTECTION AND CURING

- A. All freshly placed concrete shall be protected from the elements, flowing water and from defacement of any nature during construction operations.
- B. As soon as the concrete has been placed and horizontal top surfaces have received their required finish, provision shall be made for maintaining the concrete in a moist condition for at least a 5-day period thereafter except for high early strength concrete, for which the period shall be at least the first three days after placement. Horizontal surfaces shall be kept covered, and intermittent, localized drying will not be permitted.
- C. Walls that will be exposed on one side with either fluid or earth backfill on the opposite side shall be continuously wet cured for a minimum of five days. Use of a curing compound will not be acceptable for applications of this type.
- D. The Contractor shall use one of the following methods to insure that the concrete remains in a moist condition for the minimum period stated above.
 1. Ponding or continuous fogging or sprinkling.
 2. Application of mats or fabric kept continuously wet.
 3. Continuous application of steam (under 150°F).
 4. Application of sheet materials conforming to ASTM C171.
 5. If approved by the Engineer, application of a curing compound in accordance with Article 3.04.
- E. The Contractor shall keep absorbent wood forms wet until they are removed. After form removal, the concrete shall be cured by one of the methods in paragraph D.

- F. Any of the curing procedures used in Paragraph 3.01-D may be replaced by one of the other curing procedures listed in Paragraph 3.01-D after the concrete is one-day old. However, the concrete surface shall not be permitted to become dry at any time.

3.02 CURING CONCRETE UNDER COLD WEATHER CONDITIONS

- A. Suitable means shall be provided for a minimum of 72 hours after placing concrete to maintain it at or above the minimum as placed temperatures specified in Section 03300, Cast-In-Place Concrete, for concrete work in cold weather. During the 72-hour period, the concrete surface shall not be exposed to air more than 20°F above the minimum as placed temperatures.
- B. Stripping time for forms and supports shall be increased as necessary to allow for retardation in concrete strength caused by colder temperatures. This retardation is magnified when using concrete made with blended cements or containing fly ash or ground granulated blast furnace slag. Therefore, curing times and stripping times shall be further increased as necessary when using these types of concrete.
- C. The methods of protecting the concrete shall be approved by the Engineer and shall be such as will prevent local drying. Equipment and materials approved for this purpose shall be on the site in sufficient quantity before the work begins. The Contractor shall assist the Engineer by providing holes in the forms and the concrete in which thermometers can be placed to determine the adequacy of heating and protection. All such thermometers shall be furnished by the Contractor in quantity and type which the Engineer directs.
- D. Curing procedures during cold weather conditions shall conform to the requirements of ACI 306.

3.03 CURING CONCRETE UNDER HOT WEATHER CONDITIONS

- A. When air temperatures exceed 85°F, the Contractor shall take extra care in placing and finishing techniques to avoid formation of cold joints and plastic shrinkage cracking. If ordered by the Engineer, temporary sun shades and/or windbreakers shall be erected to guard against such developments, including generous use of wet burlap coverings and fog sprays to prevent drying out of the exposed concrete surfaces.
- B. Immediately after screeding, horizontal surfaces shall receive an application of evaporation reducer. Apply in accordance with manufacturer's instructions. Final finish work shall begin as soon as the mix has stiffened sufficiently to support the workmen.
- C. Curing and protection of the concrete shall begin immediately after completion of the finishing operation. Continuous moist-curing consisting of method 1 or 2 listed in paragraph 3.01D is mandatory for at least the first 24 hours. Method 2 may be used only if the finished surface is not marred or blemished during contact with the coverings.
- D. At the end of the initial 24-hour period, curing and protection of the concrete shall continue for at least four (4) additional days using one of the methods listed in paragraph 3.01D.
- E. Curing procedures during hot weather conditions shall conform to the requirements of ACI 305.

3.04 USE OF CURING COMPOUND

- A. Curing compound shall be used only where specifically approved by the Engineer. Curing compound shall never be used for curing exposed walls with fluid or earth backfill on the

opposite side. A continuous wet cure for a minimum of five days is required for these applications. Curing compound shall not be used on surfaces exposed to water in potable water storage tanks and treatment plants unless curing compound is certified in accordance with ANSI/NSF Standard 61.

- B. When permitted, the curing compound shall maintain the concrete in a moist condition for the required time period, and the subsequent appearance of the concrete surface shall not be affected.
- C. The compound shall be applied in accordance with the manufacturer's recommendations after water sheen has disappeared from the concrete surface and after finishing operations. Maximum coverage for the curing and sealing compound shall be 300 square feet per gallon for trowel finishes and 200 square feet per gallon for floated or broom surfaces. Maximum coverage for compounds placed where subsequent finishes will be applied shall be 200 square feet per gallon. For rough surfaces, apply in two directions at right angles to each other.

3.05 EARLY TERMINATION OF CURING

- A. Moisture retention measures may be terminated earlier than the specified times only when at least one of the following conditions is met:
 - 1. The strength of the concrete reaches 85 percent of the specified 28-day compressive strength in laboratory-cured cylinders representative of the concrete in place, and the temperature of the in-place concrete has been constantly maintained at 50 degrees Fahrenheit or higher.
 - 2. The strength of concrete reaches the specified 28-day compressive strength as determined by accepted nondestructive methods or laboratory-cured cylinder test results.

END OF SECTION

SECTION 11333 - OPEN-CHANNEL GRINDERS

PART 1 - GENERAL

1.01 SUMMARY

- A. **Work Included:** This section includes furnishing, installing, and placing into successful operation one open channel grinder. The open channel grinder and appurtenances shall be furnished by the same supplier. This Specification includes Open-channel Grinder with Single Integrated Rotating Screen, Installation Frames and Controller.

1.02 REFERENCE STANDARDS

- A. Equipment shall, as applicable, meet the requirements of the following industry standards.
- B. **ASTM International (ASTM):**
 - 1. ASTM A36 - Carbon Steel Plate.
 - 2. ASTM A536 - Ductile Iron Castings.
 - 3. ASTM A48 - Gray Iron Castings.
 - 4. ASTM A564 Grade 630 condition H1150 (17-4) stainless steel
- C. **American Iron and Steel Institute (AISI):**
 - 1. AISI Type 1020 Steel
 - 2. AISI Type 1045 Steel.
 - 3. AISI Type 4130 - Heat Treated Alloy Steel.
 - 4. AISI Type 4140 Heat Treated Alloy Steel.
 - 5. AISI Type 18-8 Stainless Steel
 - 6. AISI Type 303 Stainless Steel.
 - 7. AISI Type 304 and 304L Stainless Steel.
 - 8. AISI Type 316 and 316L Stainless Steel.
- D. **Society of Automotive Engineers (SAE):**
 - 1. SAE Type 660 Bearing Bronze.
- E. **National Electrical Manufacturer's Association (NEMA) Standards.**
- F. **National Electrical Code (NEC).**
- G. **Underwriters Laboratory (UL and cUL).**
- H. **International Electrotechnical Commission (IEC).**

1.03 SUBMITTALS

- A. Submittals for motors associated with equipment specified in this section shall include data sheets from the motor manufacturer. Data sheets from the equipment manufacturer or supplier are not acceptable.
- B. **Product Data:**
 - 1. Product description text.
 - 2. Performance curves or capacity tables.
 - 3. Catalog data.

- C. Shop Drawings:
 - 1. General arrangement of installation.
 - 2. Product Configuration.
 - 3. Assembly

- D. Operation and Maintenance Manuals:
 - 1. Submit one copy of a suitable operation and maintenance manual with shipment of product. An electronic version shall be supplied to create additional copies.
 - 2. The manuals shall include but not be limited to the following: Equipment descriptions, operating instructions, drawings, troubleshooting techniques, recommended maintenance schedule, recommended lubricants, and recommended replacement parts list.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Packaging, Shipping, Handling, and Unloading:
 - 1. Packaged in containers or on skids suitable for normal shipping, handling, and storage.
 - 2. Protected from rain, snow, impact, and abrasion while in the possession of the carrier.

- B. Acceptance at Site:
 - 1. Contractor shall review the contents of the shipment at time of delivery and promptly notify the carrier and supplier of any discrepancies.

- C. Storage and Protection:
 - 1. Equipment to remain in the packaging provided by the supplier until it is installed.
 - 2. Equipment to be stored in a dry environment between 40°F and 100°F.

- D. Waste Management and Disposal:
 - 1. Contractor shall be responsible for discarding all packaging materials in an environmentally friendly manner and in accordance with local regulations.

1.05 WARRANTY

- A. 12-month Warranty: Manufacturer shall provide a twelve-month warranty document clearly identifying the scope, term, and exclusions from the coverage. Unless otherwise stated below, manufacturer shall warrant the equipment to be free from defects in material and workmanship for a period of one year in accordance with GC12.6.

1.06 SERVICE

- A. Supplier shall provide the following product support programs.
 - 1. Service Center located domestically for repairs and upgrades.
 - 2. Renew Program: Provides new factory-built replacements of selected products for install without requirement to return existing products.
 - 3. Preventative Maintenance Program: Inspection and service of equipment by Factory Technicians.
 - 4. Spare Parts.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Grinder shall be Channel Monster Model CMD5010-XDS2.0 as manufactured by JWC Environmental. The listed equipment is part of the Base Bid as indicated on the Bid pages, and will be considered as establishing the type, function, appearance, and quality required, as

defined in the General Conditions.

- B. The drawings and specifications were prepared based on JWC Environmental CONTRACTOR shall include in the Bid and shall be responsible for the cost of any changes, including engineering changes, to accommodate the other Base Bid equipment including, but not limited to structural, mechanical, and electrical work.
- C. CONTRACTOR may provide alternative Bids for equipment from other manufacturers by writing their name into the blank(s) provided on the Bid Form. CONTRACTOR shall comply with all provisions regarding substitute items and shall include in the Bid and be responsible for the cost of any changes to accommodate substitute equipment including but not limited to structural, mechanical, and electrical work. CONTRACTOR shall also pay costs of engineering services for review of substitutes and for revisions of drawings and/or specifications by ENGINEER to accommodate substitutes.

2.02 OPEN -CHANNEL GRINDER WITH SINGLE INTEGRATED ROTATING SCREEN

- A. Grinder shall reduce solids conveyed in a wastewater stream to a size that is non-detrimental to downstream equipment. Grinder shall use an integrated rotating perforated screen to filter water and solids, directing captured solids into cutters. Grinder shall use one (1) cutter side rail with flow channels and specially designed fingers shaped to create a pressure gradient increasing flow capacity and maximize capture of solids and one (1) screen drum side rail that creates a baffle around part of the screen drum and supports the mounting of a brush to seal interface and clean solids from surface of screen drum. Grinder shall use low speed and high torque drive with two counter-rotating shafts stacked with intermeshed individual cutters and spacers supported on both ends of each shaft with mechanical seal and bearing cartridges, driven by an electric motor and speed reducer.
- B. Products Description:
 - 1. Grinder shall have the following characteristics.
 - a. Design Flow Capacity: 4,722 GPM (6.8 MGD)
 - b. Cutter Stack and Perforated Drum Height: 50 inches
 - c. Perforated Drum Diameter: 10 inches
 - d. Perforated Drum Speed: 23 RPM
 - e. Single motor configuration drives both grinder and screen.
 - f. Cutter Stack Configuration: Multi Zone-Staggered and Helical
 - 1) Zone 1 (Grit) Stack Height: Nominal 3-inches
 - 2) Zone 2 (Working) Stack Height: Nominal 21-inches
 - 2. Cutter Assembly:
 - a. Cutters and spacers stacked with two defined zones, each with its own unique cutter and spacer type, thickness, stacking configuration, and material throughout zone. Zone 1 cutters for high abrasion resistance and Zone 2 cutter for shearing and particle size control.
 - b. Zone 1-Grit Zone:
 - 1) Material Zone 1: Alloy Steel.
 - a) Cutters: Through hardened to 45-52 HRC
 - b) Spacers: Through hardened to 34-52 HRC.
 - 2) Cutters-Zone 1 (6-inch Grit Zone)-Staggered Stack:
 - a) 7-tooth Cam style, .438-inch effective thickness, 4.710-inch diameter. Designed specifically for waste streams containing heavy volumes of solids.
 - b) Precision ground individual cutter elements with a thickness tolerance of +.000/ -.001.
 - c) Keyed to shaft with hexagon opening.
 - 3) Spacers-Zone 1 (6-inch Grit Zone):
 - a) Smooth O.D. .446-inch thick, Alloy Steel.

- b) Precision ground individual spacer elements with a thickness tolerance of $+0.001/-0.000$.
 - c) Keyed to shaft with hexagon opening.
 - 4) Configuration-Zone 1 (Grit Zone):
 - a) Cutters and spacers form 3-inch nominal stack height
 - b) Cutters stacked staggered with every other cutter's teeth aligned to minimize absorbed torque requirement and maximize cutter tooth force.
 - c. Zone 2-Working Zone:
 - 1) Material Zone 2: Alloy Steel.
 - a) Cutters: Through hardened to 45-52 HRC
 - b) Spacers: Through hardened to 34-52 HRC.
 - 2) Cutters-Zone 2 (Working Zone)-Helical Stack:
 - a) 17-tooth Serrated Cam style, .438-inch thick, 4.730-inch diameter. Designed specifically for waste streams requiring focused reduction of disposable and non-disposable cloth products or wipes.
 - b) Multiple serrations located on outside diameter edge of cutter teeth create punctures or perforations in the cloth or paper materials creating a confetti type cut that inhibits reweaving of the material with hair and other solids.
 - c) Precision ground individual cutter elements with thickness tolerance of $\pm 0.000/-0.001$
 - d) Keyed to shaft with hexagon inner profile.
 - 3) Spacers-Zone 2 (Working Zone):
 - a) Knurled O.D. .446-inch thick.
 - b) Knurled diamond pattern on outside diameters surface.
 - c) Precision ground individual spacer elements with a thickness tolerance of $+0.001/-0.000$.
 - d) Keyed to shaft with hexagon opening.
- 3. Mechanical Seal and Bearing Cartridges:
 - a. Seals and bearing incorporated into a cartridge style design requiring no external seal flush or lubricants to operate wet or dry.
 - b. Rated for maximum operating depth: 208 feet (90 psi).
 - c. Dynamic and Static seal faces to be Tungsten carbide with 6% nickel binder.
 - d. Cartridge bushing and housing are AISI 304 stainless steel.
 - e. O-rings to be Buna-N (Nitrile).
- 4. Shafts:
 - a. 2-inch hexagon heat treated AISI 4140 alloy steel.
 - b. Minimum tensile strength of 170,000 psi.
 - c. Supported on either end by Mechanical Seal and Bearing Cartridges.
 - d. Cantilevered designs are not acceptable.
- 5. Compression Nut:
 - a. Stack nut sized to provide proper clamping force to secure cutting stack at manufacturer's recommended torque.
- 6. Perforated Screen Drum:
 - a. Screen cylindrically formed with $\frac{1}{2}$ inch diameter holes (Orifices) with a nominal 50% open area across the surface of the screen.
 - b. Maximum area of each orifice: 0.2 square-inches.
 - c. Screen deburred AISI 304 stainless steel.
 - d. Trunnions top and bottom of drum ASTM A564 Grade 630 condition H1150 (17-4) stainless steel.
- 7. End Housings, Cutter Side Rail, Screen Side Rail, Top Cover, Bottom Cover, and Gaskets:
 - a. End Housings:
 - 1) Cast integral bushing deflector directs solids away from Mechanical Seal and Bearing Cartridge bushings.
 - 2) Cast ASTM A536 65-45-12 ductile iron.

- b. Cutter Side Rail:
 - 1) Evenly-spaced horizontal fingers and flow channels. Flow channels create additional open area through grinder increasing flow capacity. Horizontal fingers direct solids toward cutters by creating a pressure differential towards the cutters.
 - 2) Shape of flow fingers creates a pressure gradient to force solids to cutters and minimize water head loss.
 - 3) Fingers and flow channel are positioned on the upstream side of the grinder terminating even with the center of the cutter providing free discharge.
 - 4) Side rails with flow channel running the entire length of the side rail are not allowed.
 - 5) Integral guide slot for installing into channel frame allows install and removal without removing any fasteners or disassembly.
 - 6) Cast ASTM A536-84 65-45-12 ductile iron.
- c. Screen Side Rail:
 - 1) Solid face creates baffle around portion of rotating screen drum to guide water and solids.
 - 2) Flange and mounting housing holes for brush.
 - 3) Brush: Nylon bristles with PVC Base.
 - 4) Brush holding plate: AISI 304 stainless steel
 - 5) Integral guide slot for installing into channel frame allows install and removal without removing any fasteners or disassembly.
 - 6) Cast ASTM A536 65-45-12 ductile iron.
- d. Top Cover:
 - 1) Manufacturing identification plate mounting on surface.
 - 2) Cast ASTM A536 65-45-12 ductile iron.
- e. Bottom Cover:
 - 1) ASTM A36 steel plate.
- f. Gaskets:
 - 1) Cork and neoprene rubber.
- 8. Gears:
 - a. Grinder Gears:
 - 1) Heat treated and hardened AISI 4140 alloy steel.
 - 2) Number of teeth on gears creates ratio of cutter tip speed on low speed shaft to cutter tip speed of highspeed shaft greater than 0.90 and less than 1.00 to promote cleanout of processed material in cutting stack.
 - b. Screen Transfer Gears:
 - 1) Heat treated and hardened AISI 4140 alloy steel.
 - 2) 1-1/4 inch face with 20° pressure angles.
- 9. Couplings:
 - a. Low Speed Coupling
 - 1) Two-piece 3-jaw interlocking design.
 - 2) Hardened AISI 4140 alloy steel
 - b. High Speed Coupling
 - 1) Type L 3-jaw with elastomer
 - 2) Buna-N spider.
- 10. Hoist Rings:
 - a. Alloy steel, nickel plated to AMS-C-26074 Class 1 Grade B
 - b. Working load: 2500 lb
 - c. Four (4) hoist rings installed on top cover of grinder.
- 11. Speed Reducer-Grinder:
 - a. Grease lubricated cycloidal design Cyclo Series 6000 with 29:1 reduction ratio.
 - b. Manufacturer: Sumitomo Machinery Corporation of America.
- 12. Motor-Grinder:
 - a. XPNV Immersible Explosion Proof Motor:
 - 1) Installed Horsepower: 5 HP.

- 2) Motor Service Factor: 1.15.
- 3) Minimum Motor Efficiency (at Full Load): 91 percent.
- 4) Minimum Motor Power Factor (at Full Load): 76.

Performance:

- 5) Grinder Peak Torque with Reducer: 1,665 lb-ft.
 - 6) Grinder Peak Force at Cutter Tip: 8,482 lbf.
 - 7) UL rated NEMA 6P, Class I, Div. 1 Groups C&D, Class II Div. 2, Groups F&G, Class III Div. 1.
 - 8) Manufacturer rating of 40 consecutive days of submergence at a maximum depth of 40 feet.
 - 9) Capable of operating in air 100 percent of time with no external cooling required.
 - 10) No fan cooling during operation.
 - 11) Utilize ceramic shaft seal requiring no oil lubrication.
13. Identification:
- a. Corrosion resistant nameplate affixed to top cover of Grinder.
 - b. Nameplate Information: Manufacturer's name and address, Model No., Serial No., Capacity, Max. psi, Weight, Manuf. Date.
14. Finishes:
- a. Paint Coatings for Ferrous Materials: Prepared to SSPC-SP6 (Commercial Blast Cleaning) and coated with minimum 6 to 8 mils TDFT (total dry film thickness) of an aliphatic acrylic polyurethane paint in the color Hunter Green.
 - b. Paint Coatings for Previously Coated Components (Motors, Speed Reducers, etc.): Prepared to SSPC-SP1 (Solvent Cleaning) and SSPC-SP2 (Hand Tool Cleaning) and coated with minimum 6-8 mils TDFT (total dry film thickness) of an aliphatic acrylic polyurethane paint in the color Hunter Green.

2.03 INSTALLATION FRAMES

- A. Provide support frame for mounting and mechanism for positioning of the Grinder. Support frame shall provide guide flanges that interface with integral guide slots of side rails to properly position the grinder in the frame and allow for installation and removal without dis-assembly or removal of fasteners to accomplish.
- B. Channel Frame:
1. Frame shall mount to channel walls with suitable anchors supplied by contractor for installation.
 2. Guide flanges insert into integral guide slots of grinder's side rails for installation and positioning of the grinder in the frame.
 3. Fabricated of AISI 304L stainless steel.

2.04 MOTOR CONTROLLER-SINGLE MOTOR

- A. Motors shall conform to all applicable requirements of NEMA, ANSI, IEEE, and NEC standards and shall be UL listed for the service specified.
- B. Design: NEMA enclosure with programmable logic controller (PLC), operation and fail indicators, and selector switches. Operates one (1) motor.
- C. Basis of Design: Motors provided for the equipment scheduled below shall meet the following requirements.
1. Model# PC2200 as manufactured and supplied by JWC Environmental Inc.
 - a. Motor Controller Power Supply: 460 V/ 3 PH/ 60 Hz.
 2. Enclosure, Selector Switches, Pushbuttons and Pilot Lights:
 - a. Enclosure NEMA 4X

- 1) Stainless steel, dead-front and lockable with hinged door and mounting flanges.
 - 2) Operation devices shall be mounted on a hinged inner door.
 - 3) Selector Switches: 22 mm, three-position, rated equal or better than the enclosure and indicate On-Off/Reset-Remote.
 - 4) Pilot Lights: 22 mm, LED (pilot lamp), rated equal or better than the enclosure and indicate POWER ON, grinder RUN, grinder JAMMED and MOTOR FAULT.
3. Programmable Logic Controller:
 - a. Basis of Design: Panasonic FP-X series.
 - 1) 16K program capacity.
 - 2) (8) 24 Vdc inputs, (6) relay outputs.
 4. Motor Starters, Overload Relays and Control Power Transformer:
 - a. Starters:
 - 1) IEC, full voltage, and reversing.
 - 2) Maximum short circuit protective fault current 100 kA.
 - b. Overload Relays:
 - 1) Adjustable and sized to full load amperes (FLA) of the motor.
 - c. Control Power Transformer:
 - 1) Produce 120-volt AC power from the supply power. Sized and fused in accordance with code to accommodate the control power requirements.
 5. Current Transducers:
 - a. Discrete output type with an adjustable set point from 1-135A with 200ms or faster response time.
 6. Operation:
 - a. Grinder Control: In accordance with ON-OFF/RESET-REMOTE Selector Switch.
 - 1) OFF/RESET Position (OFF): De-energizes Grinder.
 - 2) OFF/RESET Position (RESET): Clears all fault conditions.
 - 3) ON Position: Energizes Grinder
 - 4) REMOTE Position: Grinder operates as controlled by a remote start/stop dry contact.
 - b. Grinder JAM Condition: In accordance with setting of current transducer.
 - 1) Controller will stop and reverse the Grinder motor three (3) times and activate the Grinder FAIL indicator and relay.
 - 2) Grinder will stop operation.
 - c. Grinder MOTOR OVERLOAD Condition: In accordance with setting of Motor Overload Relay.
 - 1) The MOTOR FAULT indicator lamp will be illuminated, and the FAIL contact will be closed.
 - 2) Grinder will stop operation.
 - c. Grinder MOTOR OVERTEMP Condition: In accordance with setting of Motor Thermostat. (Only with applicable motors).
 - 1) The MOTOR FAULT indicator lamp will be illuminated, and the FAIL contact will be closed.
 - 2) Grinder will stop operation.
 - d. Power Failure:
 - 1) While System is Operating: System shall not return to normal operation until power is restored and START pushbutton is pressed.
 - 2) While System is in a Fail Condition: System shall return to a fail state when power is restored. The fail state shall not be cleared until reset.
 - e. Reset of Grinder: Accomplished from the controller only.
 - f. Provide one discrete output for common alarm to be monitored by SCADA system. Contacts shall be rated for 120 volts.

2.05 SPARE PARTS

- A. CONTRACTOR shall provide, along with the shop drawings, a list of the manufacturer's recommended spare parts for the specified equipment. The list shall include a description of each spare part, current pricing, and expected delivery time for each part. No spare parts shall be provided by CONTRACTOR/manufacturer as part of this contract.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Coordinate installation of the equipment in accordance with the manufacturer's installation instructions, approved submittals, and in accordance with OSHA, local, state, and federal codes, and regulations.

3.02 FIELD QUALITY CONTROL

- A. Inspection:
 - 1. The manufacturer is required to provide the services of a factory or manufacturer's representative for a minimum of one day to inspect the equipment for proper installation, apply power for the first time and check for proper motor rotation, oversee the initial introduction of material into the system and confirm the equipment operates as intended.
- B. Training:
 - 1. Field training for operations, maintenance, and supervisory staff members is to be provided by a manufacturer or manufacturer's representative. Field instruction shall cover key components of the equipment, operating and maintenance requirements and troubleshooting techniques.

END OF SECTION

SECTION 14600 - CRANES AND HOISTS

PART 1 - GENERAL

1.01 REQUIREMENTS

- A. The Contractor shall furnish, install and make fully operational the crane and hoist systems in the locations and conditions of service, as shown on the Drawings and as specified in the Crane and Hoist Schedule.
- B. These Specifications shall be considered as minimum requirements. The Contractor shall add such additional features as are necessary for satisfactory operation.
- C. All equipment supplied under this Specification shall comply in all respects with the provisions of the Occupational Safety and Health Act of 1970, including all standards promulgated under the authority of such Act, and shall also meet all applicable industrial codes in the Commonwealth of Kentucky.
- D. The manufacturer and ultimately the Contractor shall be totally responsible for structural design of the crane and hoist systems, for the compatibility of all equipment, and for verification of required operating clearances.
- E. All parts of the mechanism furnished shall be amply designed and constructed for the maximum stresses occurring during fabrication, erection and continuous operation. All equipment specified herein shall be designed for the Crane Manufacturer's Association of America Duty Classification as specified herein.
- F. If the Contractor elects to utilize the crane and hoist equipment in any way during the erection of piping and installation of equipment, he shall notify the Owner in writing and shall provide for an inspection by the equipment manufacturer and take any steps necessary to return the equipment to "as new" condition. He shall also obtain recertification by the manufacturer and reinstate all warranties and guarantees.

1.02 CAPACITY AND DESIGN LOADS

- A. Cranes and hoists shall be designed to withstand the dead load (caused by the weight of the crane and components themselves), the live load and hoist load, and the inertia forces caused by movement of the crane, components, and loads during standard operation.
- B. Standard capacity ratings shall represent the net rated load at the hook of any type of trolley hoist with the same load rating installed on the crane having a trolley hoist weight within the established limits.
- C. All design loads shall meet CMAA requirements. The design load for stress calculations shall be based upon the capacity plus 15% for the weight of the hoist and trolley and an additional 25% for impact (capacity x 1.4). Design load for deflection calculations shall be based upon the capacity plus 15% for the weight of the trolley hoist (capacity x 1.15).
- D. The rated load capacity of each crane or hoist shall be clearly labeled on each using a label size easily read from the floor level and/or loading position.

1.03 CRANE AND HOIST SCHEDULE

Location	Picadome Pump Station
General	
Quantity	1
Indoor / Outdoor	Outdoor
Capacity, tons	1.5
Operating Floor Elevation	931.50
Crane	
Crane Type	Bridge
Mounting	Free Standing
CMAA Duty Classification	Class A
Span, ft	18.5
Runway Length, ft	42
End Truck Travel (min), ft	Manual
Bridge Trolley Travel (min), ft	Manual
Max Bridge Speed, fpm	Manual
Crane Hoist	
Hoist Type	Electric
ASME Duty Classification	H1
Hook Elevation:	
High Point	943
Low Point	903
Hook End Approach, in	28 in
Operating Speeds:	
Hoist Speed(s), fpm	16/4 fpm

Note: All elevations and spans are approximate. All equipment shall be installed as shown on the Drawings.

1.04 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Without limiting the generality of other requirements of the Specifications, all work herein shall conform to the applicable requirements of the following documents. All referenced Specifications, codes and standards refer to the most current issue available at the time of the Bid.
1. CMAA Crane Manufacturers Association of America
 2. AISC "Manual of Steel Construction"
 3. ASTM A48 Standard Specifications for Gray Iron Castings
 4. ANSI B30.11 Safety Code for Underhung Cranes and Monorail Systems
 5. ANSI B30.16 Safety Code for Overhead Hoists
 6. MMA MH27.1 Monorail Manufacturers Association

7. ASTM B221 Aluminum-Alloy Extruded Bar, Rod, Wire, Shape, and tube.
8. OSHA 1910-179 Occupation Safety and Health Administration

1.05 SUBMITTALS

- A. The following items shall be submitted with the Shop Drawings in accordance with, or in addition to the submittal requirements specified in Section 01300, Submittals:
 1. Certification that the systems have been designed to resist all loads implied herein and loadings stipulated in the applicable building codes of the Commonwealth of Kentucky. The Certification shall also state that the design has been performed and signed and sealed by a Professional Engineer registered in the Commonwealth of Kentucky.
 2. Performance Affidavit
- B. Certification that the equipment has been field tested and passed.
- C. Details and design calculations shall be submitted, signed, and sealed by a Professional Engineer registered in the State in which the project is located for any of the following components furnished by the Manufacturer:
 1. Runway beams.
 2. Monorail patented track.
 3. Monorail suspension systems.
 4. End stops and connections.

1.06 WARRANTY AND GUARANTEE

- A. Warranty and Guarantee shall be as specified in Section 01782.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. The equipment covered by these Specifications are intended to be standard equipment of proven reliability and as manufactured by reputable manufacturers having experience in the production of such equipment.

2.02 GENERAL

- A. The crane system shall be constructed of structural steel, in accordance with current AISC (American Institute of Steel Construction) and ASTM (American Society for Testing and Materials) A-36 specifications minimum and structural aluminum in accordance with ASTM B221 extruded aluminum sections.
- B. All crane and monorail equipment shall be MMA-certified products.
- C. All crane components shall have properly finished ends and surfaces.
- D. Welding shall follow the current recommended practices of the AWS (American Welding Society) D14.1 specifications.

- E. Moving members of the crane shall be separated by a clearance of at least 3 inches vertically from any overhead obstruction, and 2 inches horizontally from any lateral obstruction.

2.03 FREE STANDING BRIDGE CRANES

- A. Free Standing Bridge Cranes shall be all-steel and aluminum construction, consisting of two runways, bridge moving perpendicular to runways, and equipped with enclosed track, end trucks, hoist trolley, festooning system, bumpers, and other accessories. Free Standing Bridge Cranes shall be underhung, single girder type; traveling bridge cranes without motorized bridges as shown on the Drawings and as specified in the Crane and Hoist Schedule. Free Standing Steel Bridge cranes shall be manufactured by Gobel or approved equal.
- B. Runway tolerances shall be within those specified in Table 1.4.1-1 from the CMAA. Cranes shall be built to operate on specified level runways held to nominal span within plus or minus 1/8-inch tolerance. The runways shall be straight and level with a maximum of 1/2 degree horizontal variation and within span tolerance limits. The total track deflection shall not exceed $l/600$ of the support structure.
- C. Cranes shall be designed with a minimum safety factor of 5 to 1 in relation to the ultimate strength of the materials and a minimum resistance to permanent deformation of any of its parts of 3 to 1 in relation to the yield point of the materials, whichever of the two conditions shall set the minimum. Cranes shall be designed to resist longitudinal and lateral loads without bracing, as per AISC specifications.
- D. Runways shall be designed by the Manufacturer to support and carry the end trucks of the bridge crane. Each crane shall require only two, parallel runways. Runways shall be Vierendeel truss design, suitably supported to withstand loading and impact shocks incurred under normal operation conditions. Runways shall be an enclosed track design that permits end trucks and festoon carriers to ride on the lower inside flange. Runway tracks shall be fabricated of extruded aluminum. Means shall be provided to allow for vertical adjustment of the tracks so that they can be properly erected and maintained level. The track's lower rolling surface shall feature a slope, descending towards the track's center, to help center the trolley in the enclosed track. All runways shall be furnished with splices and end stops and shall be designed for spans, as shown on the Drawings. Track supports, clamps, stops, couplings, and other items required for a complete installation shall be supplied and installed by the Contractor. Provisions shall be made for connection of runways to support locations designated on Drawings.
- E. Bridge crane girder(s) shall be Vierendeel truss design, designed to hold the rated load and in accordance with CMAA Specifications. Bridge beam shall use an extruded aluminum enclosed track design that permits trolley and festoon carriers to ride on the lower inside flange and shall provide level and straight tread surfaces for the hoist trolley. Bridge tracks shall be fabricated of extruded aluminum. The bridge beam shall be rigid-mounted to maintain squareness with end trucks. End trucks shall be designed to run on the lower inside flange of the enclosed track. End trucks shall feature both horizontal and vertical wheels, so that each end truck rolls on two axes of the track, to help prevent "binding up" in the runways. End trucks and hoist trolley shall have self-centering tapered wheels that match the tapered track profile. The end trucks and hoist trolley shall be so designed that in the event of a wheel axle or wheel failure the drop of the load would be limited to 1-inch. Wheels for end trucks and hoist trolley shall have bearings that are sealed and lubricated for life. End truck and hoist trolley wheels shall be capable of being easily removed and replaced in the field. Rated capacity of bridge crane shall be painted with stencil on the hoist, crane girders, and runway beams.
- F. The Free Standing Bridge Crane shall be designed to be installed on a reinforced concrete floor or concrete foundations. All support assemblies used to support the runway and bridge

track shall be straight, and shall be designed to withstand the loads and forces of the crane and components during normal use. All support hardware shall be minimum SAE Grade 5/ASTM A-325.

2.04 CHAIN HOISTS

- A. Chain Hoists shall be hook suspension design as manufactured by Budgit Hoist (a Columbus McKinnon Brand), or approved equal. All hoists shall meet ASME/ANSI B30.16 standards.
- B. The chain hoist shall include an oil bath geared train with a minimum 5-pocket load sheave, load chain, chain container, and suspension hook. Rated capacity shall be stamped on the hoist frame. The frame shall be oil-tight, of lightweight die cast aluminum alloy housing. Gearing shall be machine cut, heat-treated alloy steel, and shall operate in an oil bath. Shafting shall be ground and polished and all bearings shall be of the antifriction type. The load chain shall be stainless steel, have a safety factor of at least five, and shall have a chain stop attached to the slack end. The load and suspension hooks shall be constructed of forged carbon steel and shall be furnished with spring-loaded safety latches. The load hook thrust bearing shall allow 360-degrees of rotation to prevent twisting of load chain. Suspension hook shall be rigidly mounted and shall be removable / replaceable. Hoists provided for outdoor applications shall be supplied with weather resistant covers.
 - 1. Electrically driven hoists shall include a single speed, direct coupled motor, electrical controls, and solenoid brake. The solenoid brake shall be spring set with magnetic release operated by and interlocked with the electrical control equipment. Either a worm gear drive with an inherent load brake or a mechanical load brake designed in accordance with the Hoist Manufacturer's Institute standards shall be provided for controlling the speed when lowering, and for holding maximum hook load for any load up to capacity. Stressed parts shall be of cast or forged steel. In the event of a power failure the braking system shall automatically lock the piece of equipment being lifted to prevent further movement. Hoists shall also include either a clutch-type or electric-type overload cut-off device to protect hoist from an overload condition. Adjustable upper and lower limit switches shall be provided to regulate load travel.
- C. Rated capacity of trolley hoists shall be painted with stencil on the trolley hoist.

2.05 ELECTRICAL AND CONTROL REQUIREMENTS

- A. Electrical power wiring and connection to the electrical system integral to the equipment shall be provided under Division 16, Electrical. All other power wiring associated with and integral to the hoist systems shall be furnished and installed under these Specifications.
- B. All electrical appurtenances furnished by the equipment manufacturer shall be rated for installation in classified areas where such areas are indicated on the Drawings or specified herein.
- C. All wiring between motor, limit switches and starters shall be short, compact and protected by rigid galvanized steel conduit or flexible steel neoprene jacketed cable. Rigid galvanized steel conduit shall be PVC coated.
- D. The Electrical System providing power to the hoists shall be the festoon type as specified herein.
 - 1. Festoon Type A: A track supported festoon system shall be supplied where specified herein and shall include trolleys with tandem wheels of a corrosion resistant material which shall provide suitable service with the track that is used. The trolleys shall have saddles for supporting the cables in equal loops not exceeding 9'-0" of cable per loop. The track shall be stainless steel and supported at spans not exceeding 6'-0". The track

shall be adequately supported with horizontal arms spanning to the festoon tow bar. The equipment manufacturer shall be fully responsible for the design and suitability of the festoon system.

2. Festoon Type B: Trolleys for the festoon systems shall be designed to ride inside of the enclosed track and shall have tandem wheels constructed of a corrosion resistant material which shall provide suitable service with the track that is used. A festoon stack-up section of adequate length shall be utilized to store the festoon trolleys beyond the hook coverage area. The trolleys shall have saddles for supporting the cables in equal loops not exceeding 9'-0" of cable per loop. The equipment manufacturer shall be fully responsible for the design and suitability of the festoon system.
- E. Starting equipment shall be integral with the chain hoist unit and shall be of the full voltage, magnetic-reversing type with three overload elements. Equipment shall be housed in an enclosure suitable to the conditions of service and as specified herein.
- F. Motors shall be of the totally enclosed type designed for hoist service. The motor rating shall be on a 30-minute 55 degree C, duty cycle basis.
- G. Limit switches shall be approved geared typed, positive in action, compact, oil proof and readily accessible. Solenoid brakes shall be disk type, spring set with magnetic release. Solenoids shall be totally enclosed, protected from oil and moisture, readily accessible for adjustment and maintenance and shall develop the required forces without overheating.
- H. All electrical and control components shall conform to the applicable standards of UL and NEMA, unless specified otherwise. International Electrotechnical Commission (IEC) standards are not recognized. Equipment designed, manufactured, and labeled in compliance with IEC standards is not acceptable.

2.06 CONTROLS

- A. The Control System providing control of the hoists shall be either through wired pendant controls or wireless radio controls as specified herein. A spare wireless radio transmitter shall be provided for each station that wireless radio controls are furnished as specified in the Electrical/Control Requirements table.
 1. Pendant controls for lift and travel shall be provided complete with heavy-duty push-button station of constant pressure type with silver-to-silver contact elements, and sufficient control cable and chain for support of the control station at a point 4 feet above the lowest operating floor where multiple levels are to be accessed. A balancer shall be provided which shall allow the control pushbutton station to be retracted to a maximum of four feet above the upper operating level. Two speed infinitely variable control of the hoist drive shall be affected by a two-step pushbutton. Pendant control stations shall be rated NEMA 4.
 2. Wireless Radio controls for lift and travel shall be provided complete with transmitter, receiver, and mounting hardware, designed for both indoor and outdoor installations. Transmitter shall be battery powered, consisting of a NEMA 4 gasketed enclosure with large diameter buttons and LED lights for visual feedback. Two speed infinitely variable control of the hoist drive shall be affected by a two-step pushbutton. A 110 VAC, 60 Hz receiver shall be panel mounted with NEMA 4 sealing. LED lights shall be furnished with the receiver for visual diagnostic feedback. Radio frequency shall be microprocessor controlled with a range of no less than 300 feet. Wireless Radio controls shall be manufactured by Enrange, or approved equal.
- B. Control power shall be 120 volt, provided by a control power transformer (fused on primary and secondary) within the starter units.

PART 3 - EXECUTION

3.01 MANUFACTURER'S FIELD SERVICES

- A. The services of a qualified manufacturer's technical representative shall be provided in accordance with Division 1 and shall include the following site visits for each crane and hoist system:

Service	Number of Trips	Number of Days/Trip
Installation and Testing	1	1
Startup and Training	1	1
Services after Startup	1	1

3.02 INSTALLATION

- A. All crane equipment shall be installed in accordance with the applicable sections of manufacturer's instructions and recommendations.

3.03 FIELD TESTS

- A. Field tests shall be conducted in accordance with the manufacturer's instructions and recommendations. Prior to initial use, all cranes shall be proof-tested at 125% of their rated load in accordance with all OSHA requirements.

3.04 PAINTING

- A. The crane shall be painted OSHA safety yellow before shipment. A wire-brushing and/or solvent wipe shall be performed prior to painting to clean and remove debris, mill scale, dirt, and oils.
- B. At least one spray can of matching color paint shall be shipped with each crane for field touch-ups.
- C. The crane shall be properly banded and skidded prior to shipment. Any paint damage, scratches, blemishes to the finish of the crane, caused by shipping, transportation via common carrier, etc., shall be repaired by the Contractor.
- D. Rated capacity of crane system shall be painted with stencil on all components of crane system as specified herein.

END OF SECTION

SECTION 16050 - BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.01 REQUIREMENT

- A. Contractors bidding work under this Contract shall read and understand Division Zero and Division 1 - General Requirements. If any discrepancies are discovered between the Basic Electrical Materials and Methods and General Requirements, the above mentioned documents shall overrule this section. The Basic Electrical Materials and Methods are intended as a supplement to the above mentioned documents.
- B. The Contractor shall bid as outlined in the above mentioned Specifications and shall be governed by any alternates or unit prices called for in the form of proposal.
- C. Each Contractor bidding on the work included in these Specifications shall view the building site and carefully examine the contract Drawings and Specifications, so that he/she may fully understand what is to be done, and to document existing conditions.

1.02 SCOPE OF WORK

- A. Work included in this section of the Specifications shall include the furnishing of all labor, material, tools, approvals, utility connection fees, excavation, backfill, and other equipment necessary to install the electrical system as shown on the Contract Drawings and as specified herein.
- B. It also includes installation and connection of all electrical utilization equipment included in this Contract but furnished by other contractors or suppliers.
- C. It is the general intent that all motors shall be furnished with the particular object of equipment it drives, except where a new motor is to be provided for an item of existing equipment (a replacement motor), then it shall be provided under this Division of the Specifications.
- D. The Contractor shall furnish and install all conduit, wire, disconnect switches and miscellaneous material to make all electrical connections to all items of utilization equipment or wiring devices except as otherwise specified.
- E. Equipment connections shall be made with flexible or rigid conduit as required. Controllers for motors, disconnect switches, and all control, protective and signal devices for motor circuits, except where such apparatus is furnished mounted and connected integrally with the motor driven equipment, shall be installed, connected and left in operating condition. The number and size of conductors between motors and control or protective apparatus shall be as required to obtain the operation described in these Specifications, and/or by the Contract Documents, and/or as shown in manufacturer furnished, Engineer reviewed Shop Drawings.
- F. All devices and items of electrical equipment, including those shown on the Contract Drawings but not specifically mentioned in the Specifications or those mentioned in the Specifications but not shown on the Contract Drawings, are to be furnished under this section of the specifications. Any such device or item of equipment, if not defined in quality, shall be equal to similar Equipment and/or devices specified herein.
- G. All devices and items of equipment mentioned in this section of the Specifications whether electrical or not or whether furnished under this or other Division of the Specifications, shall be installed under this Division of the Specifications, unless specifically indicated otherwise.

- H. Where wiring diagrams are not shown on the Contract Drawings, they are to be provided by the supplier of the equipment served and such diagrams shall be adhered to except as herein modified.
- I. The following is a list of items that may not be defined clearly on the Contract Drawings or in other parts of these Specifications. The list is meant to be an aid to the Contractor and is not necessarily a complete list of all work to be performed under this Contract:
 - 1. Connect all motors and accessories furnished by equipment suppliers.
 - 2. Furnish, install, and connect all motor controls.
 - 3. Furnish, install, and connect all electrical conduit, duct and cables.
 - 4. Furnish, install, and connect all power distribution equipment.

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

- A. Shop Drawings including descriptive literature and/or installation, operation and maintenance instructions shall be submitted per Section 01300.
- B. Shop Drawings shall be submitted on the following materials specified in this Division:
 - 1. Conduit - all types and sizes, including liquid-tight flexible.
 - 2. Boxes - all types and sizes.
 - 3. Metal framing system (Strut type channel).
 - 4. Conduit fittings, expansion joints, support hardware.
 - 5. Motor control equipment - including individually mounted items.
 - 6. Power distribution equipment - including individually mounted items.
 - 7. Miscellaneous spare parts and hardware.
 - 8. Wire - all types and sizes.
 - 9. Wire markers, signs and labels.
- C. The Engineer reserves the right to make modifications to motor control and power distribution equipment ratings after Shop Drawing review, if the Shop Drawings are submitted prematurely (prematurely meaning submitted before all utilization equipment has been reviewed and accepted). Cost of modifications shall be the Contractor's responsibility.

1.04 SYMBOLS AND ABBREVIATIONS

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

1.05 COORDINATION WITH OTHER TRADES

- A. The Contractor shall coordinate the electrical work with that of other trades to ensure proper final location of all electrical equipment and/or connections. The Contractor shall verify door swings to see that light switches are located properly.

1.06 CODES

- A. The minimum standard for all work shall be the latest revision of the Kentucky Building Code (KBC), and the National Electrical Code (NEC). Whenever and wherever state and/or local laws or ordinances and/or regulations and/or the Engineer's design require a higher standard than the current NEC or KBC, then these laws and/or regulations and/or the design shall be followed.

- B. Following is a list of other applicable Standards or Codes:

1. Kentucky Building Code	KBC
2. National Electrical Code	NEC
3. National Electrical Safety Code	NESC
4. Underwriters Laboratories, Inc.	UL
5. Factory Mutual System	FM
6. National Fire Protection Association	NFPA
7. National Electrical Manufacturers Association	NEMA
8. Occupational Safety and Health Administration	OSHA
9. Insulated Cable Engineers Association, Inc.	ICEA
10. Institute of Electrical and Electronic Engineers, Inc.	IEEE
11. American National Standards Institute, Inc.	ANSI
12. Anti-Friction Bearing Manufacturers Association, Inc.	AFBMA
13. Joint Industry Council	JIC
14. American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc.	ASHRAE
15. Federal Communications Commission	FCC
16. American Society for Testing and Materials	ASTM

1.07 INSPECTIONS AND PERMITS

- A. Inspection of the electrical system on all construction projects is required. If the local government has appointed a state licensed inspector, the Contractor shall be required to use that person to perform the inspections. If a locally mandated inspector does not exist, the Contractor shall select and hire a state licensed inspector, who has jurisdiction before any work is concealed. The Contractor shall notify the electrical inspector in writing, immediately upon notice to proceed, and a copy of the notice shall be submitted to the Engineer.

- B. At the time of completion of the project, there shall be furnished to the Owner a certificate of compliance, from the agency having jurisdiction pursuant to all electrical work performed. The Engineer shall also receive a photostatic copy.
- C. All costs incurred by the Contractor to execute the above mentioned requirements shall be paid by the Contractor at no extra cost to the Owner.
- D. All permits necessary for the complete electrical system shall be obtained by the Contractor from the authorities governing such work. For further information, see Division 1.

1.08 STORAGE

- A. All work, equipment, and materials shall be protected against dirt, water, or other injury during the period of construction.
- B. Sensitive electrical equipment such as light fixtures, motor starters, controls, and panelboards, delivered to the job site, shall be protected against injury or corrosion due to atmospheric conditions or physical damage by other means. Protection is interpreted to mean that equipment shall be stored under roof, in a structure properly heated in cold weather and ventilated in hot weather. Provision shall be made to control the humidity in the storage area to 50 percent relative. The stored equipment shall be inspected periodically, and if it is found that the protection is inadequate, further protective measures shall be employed. Electrical equipment other than boxes and conduit shall not be installed until the structure is under roof with doors and windows installed.
- C. The Contractor shall not store submersible comminutor units in the wetwell. If it is absolutely necessary to do so, the open power cable ends are to be suspended above the maximum flood elevation or maximum expected water level. If not stored in this manner, the Contractor may be called upon to replace the pump motors and cables with new units to ensure that water has not penetrated the cable and entered the motor housing.

1.09 MATERIALS

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

1.10 ERRORS, CORRECTIONS, AND/OR OMISSIONS

- A. Should a piece of utilization equipment be supplied of a different size or horsepower than shown on the Contract Drawings, the Contractor shall be responsible for installing the proper size wiring, conduit, starters, circuit breakers, etc., for proper operation of that unit and the complete electrical system at no extra cost to the Owner.
- B. It is the intent of these Specifications to provide for an electrical system installation complete in every respect, to operate in the manner and under conditions as shown in these Specifications and on the Contract Drawings. The Contractor shall notify the Engineer, in writing, of any omission or error at least 10 days prior to opening of bids. In the event of the Contractor's failure to give such notice, he/she may be required to correct work and/or furnish items omitted without additional cost. Further requirements on this subject may be found in the General Requirements, Division 1.
- C. Necessary changes or revisions in electrical work to meet any code or power company requirement shall be made by the Contractor without additional charge.

1.11 GUARANTEES AND WARRANTIES

- A. The Contractor shall guarantee all work including equipment, materials, and workmanship. This guarantee shall be against all defects of any of the above and shall run for a period of 1 year from the date of acceptance of the work, concurrent with the one year guarantee period designated for the general construction contract under which electrical work is performed. Date of acceptance shall be considered to be the date on which all "punch list" items are completed ("punch list" is defined to be the written listing of work that is incomplete or deficient that must be finished or replaced/repared before the Contractor receives final payment).
- B. Repair and maintenance for the guarantee period is the responsibility of the Contractor and shall include all repairs and maintenance other than that which is considered as routine. (That is oiling, greasing, etc.) The Engineer shall be the judge of what shall be considered as routine maintenance.

1.12 TESTING

- A. After the wiring system is complete, and at such time as the Engineer may direct, the Contractor shall conduct an operating test for acceptance. The equipment shall be demonstrated to operate in accordance with the requirements of these Specifications and the Contract Drawings. The test shall be performed in the presence of the Engineer or his authorized representative. The Contractor shall furnish all instruments and personnel required for the tests, as well as the necessary electrical power.
- B. Before energizing the system, the Contractor shall check all connections and set all relays and instruments for proper operation. He shall obtain all necessary clearances, approvals, and instructions from the serving utility company and/or equipment manufacturers prior to placing power on the equipment.
- C. Tests may be performed by the Engineer to determine integrity of insulation on wiring circuits selected by the Engineer at random.

1.13 CLEANUP

- A. Cleanup shall be completed as soon as possible after the electrical installation is complete. All starters, motor control centers, disconnect switches and other electrical equipment shall be free of shipping tags, stickers, etc. All painted equipment shall be left free of scratches or

other blemishes, such as splattered or blistered paint, etc. All light fixture diffusers shall be clean and the interior of all motor controls, etc., shall be free of dust, dirt, wire strippings, etc. Surplus material, rubbish and equipment resulting from the work shall be removed from the job site by the Contractor upon completion of the work.

- B. During construction, cover all Owner equipment and furnishings subject to mechanical damage or contamination in any way.

1.14 CUTTING AND PATCHING

- A. Cutting and patching shall be held to an absolute minimum and such work shall be done only under the direction of the Engineer or Owner. The Contractor shall be responsible for and shall pay for all openings that may be required in the floors or walls, and he shall be responsible for putting said surfaces back in their original condition. Every attempt shall be made to avoid cutting reinforcing steel bars when an opening is required in a reinforced concrete wall or floor slab.

1.15 EXCAVATION AND BACKFILL

- A. Excavation
 - 1. Excavation for conduits shall be of sufficient width to allow for proper jointing and alignment of the type conduit used. Conduit shall be laid in straight lines between pull boxes and/or structures unless otherwise notes on the Contract Drawings. The cost of solid rock excavation shall be included in the lump sum bid with no extra pay allowed (unclassified).
- B. Encasement/Backfill
 - 1. All buried conduits shall be concrete encased. Backfill over the ductbank may contain rocks but must be mixed with sufficient earth to fill all voids.

1.16 SLEEVES, CHASES AND OPENINGS

- A. Sleeves shall be required at all points where exposed conduits pass through new concrete walls, slabs, or masonry walls. Sleeves that must be installed below grade or where subject to high water conditions must be installed watertight.
- B. Wiring chases shall be provided where shown on the Contract Drawings. The Contractor shall have the option of installing chases below surface mounted panelboards provided all structural requirements are met.
- C. It is the Contractor's responsibility to leave openings to allow installation of the complete, operational electrical system. Openings required but not left shall be cut as outlined under cutting and patching. The Contractor shall coordinate all holes and other openings with necessary diameters for proper firestopping.

1.17 OVERCURRENT PROTECTION

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

selection tables shall accompany the motor data. The Engineer will select thermal unit sizes from this data for use by the Contractor in ordering proper thermal units.

1.18 MAINTAINING CONTINUOUS ELECTRICAL SYSTEM AND SERVICE

- A. Existing service(s) continuity shall be maintained at all times. In no way shall the installation and/or alteration of the electrical work interfere with or stop the normal operation of the existing facilities, except where prior arrangements have been made
- B. When additions and taps to existing service(s) require electrical outages of duration in excess of a few minutes, arrangements shall be made in advance for such outages. All outages shall be held to an acceptable minimum with none exceeding 8 hours continuous duration. If necessary, cuts shall be performed on premium time. If performed at night, requiring a general outage, the Contractor shall furnish an auxiliary source of light and power as required. Under no circumstances shall an electrical outage of any duration be initiated until the Owner and Engineer have concurred, and as far as possible in advance.

1.19 GROUNDING AND BONDING

- A. All metallic conduit, cabinets, equipment, and service shall be grounded in accordance with the latest issue of the National Electrical Code. All supporting framework and other metal or metal clad equipment or materials which are in contact with electrical conduit, cable and/or enclosures, shall be properly grounded to meet the code requirements.

1.20 RELATED SPECIFICATION DIVISIONS

- A. The following divisions contain Specifications on utilization equipment, equipment accessories, and procedures related to execution of the electrical work, and are included here for the Contractor's information. Bids shall still be based on complete Contract Documents.

Division 0 - Bidding Requirements, Contract Forms, and Conditions of the Contract

Division 1 - General Requirements

Division 11 - Equipment

Division 14 - Conveying Systems

1.21 CONTRACTOR LICENSING

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

1.22 ANCHORING/MOUNTING

- A. Electrical conduits and/or equipment shall be rigidly supported. Anchors used shall be metallic expansion type, or if appropriate to prevent spalling concrete, epoxy set type. Plastic or explosive type anchors are prohibited.
- B. All supports shall be consistent with the latest edition of the KBC and ASCE 7.

1.23 HAZARDOUS AREA CLASSIFICATIONS

The following table identifies the applicable hazardous areas for this project, and the classifications for each. All equipment used in these areas shall be UL listed for the application, and all wiring methods shall be in accordance with Chapter 5 of the National Electrical Code. All conduits to these spaces from non-hazardous areas shall be properly sealed.

Location	Area Classification	Extent of Hazardous Area
Wetwell	Class I, Division 1, Group D	Entire Wetwell
Valve Vault	Class I, Division 2, Group D	Entire Vault
Meter Vaults	Class I, Division 2, Group D	Entire Vault
Electrical Building	Unclassified	Entire Building

Note: These ratings are based on no continuous ventilation and some may be rerated if continuous ventilation is provided (per NFPA 820).

1.24 RECEIPTS

- A. Some sections of the Specifications call for equipment, materials, accessories, etc. to be provided and "turned over to the Owner" or like requirements. The Contractor shall obtain a receipt for each item turned over, signed by the Owner or his representative. A copy of this receipt shall be transmitted to the Engineer.
- B. When a question arises concerning whether items have been turned over to the Owner, and there is no signed receipt, it may be assumed that the items were not provided.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 16060 - SECONDARY GROUNDING

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Grounding shall be done in accordance with the NEC, as described in these Specifications, and as shown on the Contract Documents.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Grounding equipment shall be Cadweld, T&B Blackburn, ITT Weaver, Copperweld Bimetallics Group, or equal.

PART 3 - EXECUTION

3.01 INSTALLATION/APPLICATION/ERECTION

- A. The ground system shall be continuous with all structures on a common ground. This can be accomplished by bonding all conduits together and bonding to the ground bus at each motor control center. Bonding jumpers shall be required at all pull boxes, and at all motor casings. A separate grounding conductor shall be pulled in all conduits in addition to wire counts shown on Drawings.
- B. All grounding systems shall be as required by the NEC.

END OF SECTION

SECTION 16070 - SUPPORTING DEVICES

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. All electric equipment shall be rigidly mounted, and installed using supporting devices as indicated on the Contract Drawings, as required by the work, and described herein.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. "Kindorf," "Unistrut," or equal.

2.02 MATERIALS

- A. All mounting brackets and strut shall be aluminum. Fasteners used to mount equipment shall be stainless steel.
- B. Aluminum support members shall not be installed in direct contact with concrete. Stainless steel or non-metallic "spacers" shall be used to prevent contact of aluminum with concrete.

PART 3 - EXECUTION

3.01 ANCHORING CABINetry

- A. All free standing equipment shall be anchored to its foundation using expansion bolts of the size and number recommended by the equipment manufacturer.

3.02 SEISMIC CONSIDERATIONS

- A. Where indicated, seismic restraints shall be provided for electrical equipment.

END OF SECTION

SECTION 16075 - ELECTRICAL IDENTIFICATION

PART 1 - GENERAL

1.01 EQUIPMENT LABELING

- A. All starters, feeder units in panelboards, switchboards, disconnects, instruments, etc. shall be marked to indicate the motor, outlet, circuit they control, or variable monitored. Marking is to be done with engraved laminated nameplates and shall bear the designation shown on the Contract Drawings where this information is given. Nameplates shall be fastened to equipment with stainless steel screws, minimum of one each side. In no way shall the installation of mounting screws void the NEMA enclosure rating of the equipment in which they are installed. If there are more than one identical unit, they shall be given consecutive numbers or other descriptions as designated by the Engineer. Nameplate background color shall be white, with black engraved letters, unless otherwise noted.
- B. Branch circuits in lighting panels shall be typed on a card suitable for the card frame furnished with the panel. The card shall bear the panel designation listed on the Contract Drawings where this information is given, as well as indicate what each circuit controls.
- C. Motor control centers, individual wall mounted starters, panelboards, and disconnect switch shall be labeled with vinyl self-adhesive signs that warn of "High Voltage" (state the specific voltage). Main service entrance conduits to a building, where exposed, shall be labeled with the voltage of the service they carry. Other major equipment such as transformers, transfer switches, generator sets, pump control panels, etc., shall be labeled as such. The type of labels to be used shall have orange as the basic color to conform with OSHA requirements, letters shall be black. The labels shall be of proper size to fit flatly on the surface of the enclosure to make for a neat appearance and not interfere with the operating function of the device it is attached to. These labels shall be as manufactured by the Brady Identification Systems Division, Safety Sign Company, or equal.

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 16120 - CONDUCTORS AND CABLES

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. All wire and cable shall conform to the latest requirements of the NEC and shall meet all ASTM/UL specifications. Wire and cable shall be new; shall have size, grade of insulation, voltage rating and manufacturer's name permanently marked on the outer covering at regular intervals. Complete descriptive literature shall be submitted to the Engineer for review and acceptance prior to installation.
- B. Building wire #12 - #1 shall be applied based on a 60 degree Celsius temperature rise. Building wire larger than #1 may be applied at its 75 degree Celsius temperature rise.

1.02 DELIVERY, STORAGE AND HANDLING

- A. Wire and cable shall be suitably protected from weather and damage during storage and handling and shall be in first class condition when installed.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Building Wire (types "THWN" and "THW"-cu.) – "Southwire," "Collyer," "American," "Carol," or equal.
- B. Wire in wet locations including underground conduits (Type "XHHW"), "Southwire," "Collyer," "American," "Carol," or equal.
- C. Control Cables (Shielded or unshielded) 600V max. – "Belden," "Eaton-Dekoron," "Okonite," or equal.

2.02 MATERIALS

- A. General
 - 1. In general, all conductors shall be 98 percent conductive, annealed copper unless otherwise noted on the Contract Drawings.
 - 2. Conductors shall be type THW or THWN insulation. Conductor size shall be AWG (American Wire Gauge) Standard. Minimum conductor size shall be AWG number 12 except branch circuits in excess of 75 feet from panel to first outlet not smaller than no. 10 AWG. Minimum voltage rating shall be 600 volts. Conductors for small power may be solid (i.e. lighting, receptacles), but conductors for control work shall be stranded.
 - 3. Conductors with high temperature rated insulations and special construction shall be used where required in connecting to light fixtures or appliances that have special requirements.

PART 3 - EXECUTION

3.01 INSTALLATION/APPLICATION/ERECTION

A. General

1. Conductors shall be continuous from outlet to outlet and no splices shall be made except accessible in junction or outlet boxes. Wire connectors of insulating material or solderless pressure connectors, properly taped, shall be used for all splices in wiring, wherever possible.
2. Conductors shall be color coded in accordance with the following schedule:

	480/277V 3 Phase	208/240V 3 Phase	120/240, Single Phase
Phase A	Brown	Black	Black
Phase B	Orange	Red	Red
Phase C	Yellow	Blue	
Neutral (Grounded)	White or Light Gray	White or Light Gray	White or Light Gray
3-Way Tracers			Blue
Grounding	Green	Green	Green
Remote Energized Conductors (Control)			Yellow
Control	Std. Code	Std. Code	

3. Conductors shall be pulled into raceways in strict accordance with manufacturer's recommendations.
4. Ample slack conductors shall be allowed at each terminal point, and pull or junction box, to permit installation with ease and without crowding.
5. All conductors terminating at terminal blocks shall be identified with numbers and/or letters identical to circuit or control identification.
6. No conductors shall be drawn into conduits until all work which may cause wire or cable damage is completed. Wire pulling shall be accomplished utilizing machinery and accessories intended for the purpose.
7. All connections and splices shall be made in accordance with conductor manufacturer's recommendations, and as written herein.
8. In general, feeder sizes shown are based on no more than three current carrying conductors in a conduit. Multiple small branch circuit feeders may be combined in a common conduit, provided conductors are derated in accordance with NEC article 310-15.
9. Unless otherwise specifically indicated, neutrals may not be shared.

B. Feeders

1. All feeders are of the secondary type, below 600 volts, unless otherwise noted. Secondary feeder voltage shall be 480 volt, as noted in the Contract Drawings. Three phase, 4 wire for power and 208/120 volt, 3 phase, 4 wire for general lighting, unless otherwise noted. The Contractor shall furnish and install all feeders from the distribution center(s) to each of the other structures/subpanels as shown on the Contract Drawings.
2. Wire shall be factory color coded for each phase and neutral, with green used for the ground conductor. As far as practical, all feeders shall be continuous from origin to panel termination without running splices in intermediate pull boxes.

C. Submersible Comminutor Power Cable

1. Power cables for submersible pumps and comminutors shall be of the extra hard usage type suitable for submerged duty and able to withstand common corrosive agents found in water and wastewater. They shall be provided with high grade non-magnetic stainless steel relief cable grips installed at the pump end and high grade non-magnetic stainless steel support cable grips anchored to the wet well structure where they enter the wet well. The strain relief and support cable grips shall be as manufactured by Kellems, Slater/Flexcor, or equal. Non-metallic corrosion resistant grips may be used in lieu of stainless steel if available for the cable size.

3.02 FIELD QUALITY CONTROL

A. Testing

1. All testing shall be performed in accordance with the requirements of the General Conditions and Division 1. The following tests are required:
 - a. Witness Shop Tests
 - 1) Not required.
 - b. Shop Test
 - 1) Cable and wiring shall be tested in accordance with the applicable ICEA Standards. Wire and cable shall be physically and electrically tested in accordance with the manufacturer's standards.
 - c. Field Tests
 - 1) Field testing shall be done in accordance with the requirements specified in the General Conditions, Division 1, and NETA acceptance testing specifications.
 - 2) After installation, all wires and cables shall be tested for continuity. Testing for continuity shall be "test light" or "buzzer" style.
 - 3) After installation, all wires and cables shall be tested for insulation levels. Insulation resistance between conductors of the same circuit and between conductor and ground shall be tested. Testing for insulation levels shall be as follows:
 - For 600V power and control cable, apply 1,000 VDC from a Megohmmeter for one (1) minute for all 600V wires and cables installed in lighting, control, power, indication, alarm and motor feeder circuits. Resistance shall be no less than 100 Megohms.

- 600V instrumentation signal cable shall be tested from conductor to conductor, conductor to shield, and conductor to ground using a Simpson No. 260 volt-ohmmeter, or approved equal. The resistance value shall be 200 Megohms or greater.
2. Low voltage wires and cables shall be tested before being connected to motors, devices or terminal blocks.
 3. Voltage tests shall be made successively between each conductor of a circuit and all other conductors of the circuit grounded.
 4. If tests reveal defects or deficiencies, the Contractor shall make the necessary repairs or shall replace the cable as directed by the Engineer, without additional cost to the Owner.
 5. All tests shall be made by and at the expense of the Contractor who shall supply all testing equipment. Test reports shall be submitted to the Engineer.

END OF SECTION

SECTION 16131 - BOXES

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Outlet and junction boxes shall be furnished and installed where indicated on the Contract Drawings, and/or as required by the work in accordance with the NEC.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Boxes – “Wiegmann,” “Appleton,” “Raco,” “Crouse-Hinds,” “Hoffman,” “Robroy Industries,” “Spring City,” “Carlton,” or equal.

2.02 GENERAL

- A. All junction and/or pull boxes for dry (non-corrosive) areas shall be of code gauge sheet metal construction, of the inside dimensions as required by code, with covers.
- B. Junction and/or pull boxes for out-of-doors use or indoor process areas, not mounted in concrete may be sheet metal (NEMA 4X), waterproof, rustproof, rain and sleetproof, with hinged covers and latches and provided means of locking by means of keyed locks, tamper-resistant screws or padlocking as required and with clamping cap-screws top and bottom door edges to provide firm contact with gasketing. All gaskets shall be molded (unbroken) neoprene or butyl rubber.
- C. NEMA 4X junction and/or pull boxes may be stainless steel, if called for on the Contract Drawings; or non-metallic or cast aluminum.
- D. Underground junction or pull boxes shall be constructed of reinforced concrete cast-in-place or pre-fabricated as detailed on the Contract Drawings.
- E. Junction boxes for use in wet-wells and other hazardous areas shall be watertight, rustproof and corrosion resistant, and explosionproof with threaded conduit openings (5-1/2 full threads - minimum) and provided with rustproof hardware.
- F. Explosionproof sealing fittings shall be furnished and installed in accordance with NEC requirements.
- G. Junction and/or pull boxes for chemical storage and transfer areas shall be Schedule 80 PVC where Schedule 80 PVC conduit is specified in 16130.

PART 3 - EXECUTION

3.01 INSTALLATION, APPLICATION, AND ERECTION

A. General

- 1. Outlets shall be installed in the locations shown on the Contract Drawings. The Contractor shall study the general building plans in relation to the space surrounding each outlet, in order that his work may fit the other work required by these Specifications. When necessary, the Contractor shall relocate outlets so that when fixtures or other

fittings are installed, they will be symmetrically located according to room layout and will not interfere with other work or equipment.

2. All supports for outlet boxes shall be furnished and installed by the electrical trades.

B. Exposed Work

1. Outlet or junction boxes for use with exposed aluminum conduit shall be copper free, cast aluminum type.

2. Outlet or junction boxes for use with exposed PVC conduit shall be PVC.

C. Openings in Electrical Boxes

1. All openings in electrical equipment, enclosures, cabinets, outlet and junction boxes shall be by means of welded bosses, standard knockouts, or shall be sawed, drilled, or punched with tools specially made for the purpose. The use of a cutting torch is prohibited. Unused openings shall be plugged per the NEC.

END OF SECTION

SECTION 16150 - WIRE CONNECTIONS AND CONNECTING DEVICES

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Wire connection and connecting devices shall be as herein specified.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Connectors, Lugs, etc. – “T & B”, “Anderson”, “Burndy”, or equal.
- B. Termination and splice connectors – “3M Scotchlok”, “Anderson”, “T & B”, “Burndy”, or equal.

2.02 MATERIALS

- A. Wire Splicing and Terminations (600 Volts and Below)
 - 1. Electrical Terminal and Splice Connectors (#22 - #4 AWG)
 - a. Terminals and splice connectors from #22 - #4 AWG shall be compression types with barrels to provide maximum conductor contact and tensile strength. Performance, construction, and materials shall be in conformance with UL standards for wire connectors and rated for 600 volts and 105 degrees Celsius.
 - b. Connectors shall be manufactured from high conductivity copper and entirely tin plated. Terminal barrels shall be serrated on the inside surface and have a chamfered conductor entry. Terminals shall have funnel entry construction to prevent strand fold-back. All barrels shall be brazed seam or seamless construction.
 - c. Spade type terminals shall be sized for the appropriate stud and shall be locking type that snap firmly onto studs with a close fit for maximum retention. Spade type terminals shall be insulated with an insulation suitable for maintaining a high dielectric strength when crimped and be made from nylon, PVC, or equal.
 - 2. Electrical Lugs and Connectors (#6 AWG - 1000 Kcmil)
 - a. Lugs and splice connectors from #6 AWG - 1000 Kcmil shall be compression types with barrels to provide maximum conductor contact and tensile strength. They shall be manufactured from high conductivity copper and entirely tin plated. They shall be crimped with standard industry tooling. The lugs and connectors must have a current carrying capacity equal to the conductors for which they are rated and must also meet all UL requirements. All lugs above 4/0 AWG shall be 2 hole lugs with NEMA spacing. The lugs shall be rated for operation through 35 KV. The lugs shall be of closed end construction to exclude moisture migration into the cable conductor.
 - 3. Twist-on Wire Connectors (#22 AWG - #10 AWG)
 - a. All twist-on wire connectors must have a corrosion resistant spring that is free to expand within a steel jacket. The steel jacket must be insulated with a flexible vinyl jacket capable of withstanding 105 degrees Celsius ambient temperatures and of sufficient length to cover wires that are inadvertently overstripped.

- b. Each connector size must be listed by UL for the intended purpose and color coded to assure that the proper size is used on the wire combinations to be spliced. The connectors must be compatible with all common rubber and thermoplastic wire insulations.
4. Solderless/re-usable lugs shall be used only when furnished with equipment such as control panels, furnished by others, where specification of compression type lugs is beyond the Contractor's control. In the event their use is necessary, the Contractor shall be responsible for assuring that they are manufactured to NEMA standards, with proper number and spacing of holes and set screws.

PART 3 - EXECUTION

3.01 INSTALLATION, APPLICATION, & ERECTION

A. Insulation of Splices and Connections

1. Connections/splices with a smooth even contour shall be insulated with a conformable 7 mil thick vinyl plastic insulating tape which can be applied under all weather conditions and is designed to perform in a continuous temperature environment up to 105 degrees Celsius. The tape shall have excellent resistance to abrasion, moisture, alkalies, acids, corrosion, and varying weather conditions (including sunlight). The tape shall be equal to Scotch 33+ and shall be applied in conformance with manufacturer's recommendations. In addition, it shall be applied in successive half-lapped layers with sufficient tension to reduce its width to 5/8 of its original width. The last inch of the wrap shall not be stretched.
2. Connections/splices with irregular shapes or sharp edges protruding shall be first wrapped with 30 mil rubber tape to smooth the contour of the joint before being insulated with 33+ insulating tape specified in the previous paragraph. The rubber tape shall be high voltage (69 KV) corona-resistant based on self-fusing ethylene propylene rubber and be capable of operation at 130 degrees Celsius under emergency conditions. The tape must be capable of being applied in either the stretched or unstretched condition without any loss in either physical or electrical properties. The tape must not split, crack, slip, or flag when exposed to various environments. The tape must be compatible with all synthetic cable insulations. The tape must have a dissipation factor of less than 5 percent at 130 degrees Celsius, be non-vulcanizing, and have a shelf life of a least 5 years. The rubber tape shall be applied in successive, half-lapped wound layers and shall be highly elongated to eliminate voids. Other manufacturer's recommendations on installation shall be adhered to. The rubber tape shall be equal to Scotch 23 or 130C electrical splicing tape.
3. Splices made in wet or damp locations shall be made submersible and watertight with special kits made for the application and compatible with type of cables employed.

B. Connection Make-up

1. Connections of lugs to bus bars, etc., shall be made up with corrosion resistant steel bolts having non-magnetic properties with matching nuts, and shall utilize a Belleville spring washer (stainless steel) to maintain connection integrity. Connections shall be torqued to the proper limits. Prior to bolting up the connection, electrical joint compound shall be brushed on the contact faces of the electrical joint.
2. All motor lead connections shall be made up to match the type of lead furnished on the motor. If the lead is not lugged, then twist-on wire connectors may be used. To prevent possible vibration problems, twist-on connectors shall be taped after installation.

3. All lugged motor lead connections (excluding motors over 200 horse-power) shall be made up using ring tongue compression lugs with proper size stainless steel nuts and bolts. Belleville type spring shall be used to maintain tension on the connections. The connections shall then be insulated using the procedure described for irregular shapes, utilizing rubber tape in conjunction with vinyl electrical tape.
4. At the time of final inspection, the Engineer may request the Contractor to disassemble 3 randomly selected motor lead connections in the Engineer's presence, to assure conformance with these Specifications.
5. The Contractor shall include all necessary tools, materials, and labor in his bid for disassembly of the connections and for remaking them with new insulating materials after inspection.

END OF SECTION

SECTION 16170 – SAFETY SWITCHES

PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. Provide horsepower-rated, quick-make, quick-break, safety switches provided with the number of poles and fuses as required.

PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS/EQUIPMENT

- A. Safety switches shall be as manufactured by General Electric, Square D Company, Eaton, or equal.
- B. Switches shall be NEMA Type HD, single-throw, externally operated, non-fused or fused with Class R fuse clips.
- C. Switches shall have arc shields, shall be of enclosed construction and fusible or non-fusible as indicated. Switches shall be rated for either 250-volt AC or 600-volt AC service as required.
- D. All switches shall be capable of interrupting locked rotor current of motor which it serves.
- E. Enclosures shall be NEMA-1 for interior non-process area use and NEMA-4X for exterior and process area use unless noted otherwise.
- F. Provide dual-element Bussman type FRN (250 volt) or type FRS (600 volt) fuses for any fusible safety switch serving a motor circuit.
- G. For non-motor loads, provide dual element Bussman type LPN (250 volt) or type LPS (600 volt).
- H. All switches shall be capable of being padlocked in either the “On” or “Off” position.
- I. Safety switches shall be provided with auxiliary contacts where indicated on Contract Drawings.
- J. Safety switches shall be UL listed and shall conform to NEMA Standards. NEMA 4X enclosed safety switches where called for shall be stainless steel. Exterior mounted safety switches shall be NEMA 4X stainless steel.
- K. NEMA 1 enclosed switches shall be phosphate coated as equivalent, code gauge steel with baked enamel finish.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Provide non-fusible switches at remote motor locations as indicated on drawings.
- B. Provide fusible disconnects at package A/C units, fused as specified on unit nameplate.
- C. Mount switches to walls or to equipment enclosures with a minimum of 4 bolts using toggle anchors for masonry construction, Phillips “Red Head” anchors for poured concrete

construction and bolts, jumbo washers, lock washers and nuts for equipment enclosure mounting.

- D. All safety switches to be identified with nameplates per Section 16075.

END OF SECTION

SECTION 16440 - MOTOR CONTROL

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Contractor shall furnish and install motor control equipment as specified herein and as shown on the Drawings.

1.02 SUBMITTALS

- A. Motor control equipment shall be new and the equipment of one manufacturer. Each component is specified by a particular trade name; however, this does not relieve the Contractor of the responsibility of submitting descriptive literature and Shop Drawings for review of all components. Motor control shall be the same brand as power distribution equipment on projects with both.
- B. Shop drawings, including layout drawings, complete schematic and composite wiring diagrams, control circuit wiring diagrams and descriptive literature shall be submitted to the Engineer for review. **Service manuals shall be submitted on all equipment and shall be bound in 3-ring looseleaf binders.** The manuals shall also include information on accessories such as timers, etc., built in the control center.

1.03 TRAINING

- A. The Contractor shall provide training for Owner personnel. Training shall be conducted by the manufacturer's factory trained specialists who shall instruct Owner personnel in operation and maintenance of all equipment provided under this Section.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Control Equipment
 - 1. "Square D", "Cutler Hammer", "Allen Bradley", or equal.

2.02 INDIVIDUALLY MOUNTED MOTOR CONTROL DEVICES (480, 240, OR 120 VOLT)

- A. General
 - 1. All motor control equipment shall be new and the product of 1 manufacturer. All individually mounted disconnects, push-button stations, latchout stations, starters, etc., indoors shall be mounted on a 1 inch galvanized unistrut, 1 inch Kindorf channel, or equal to provide an air space at rear. Outside mounted equipment shall utilize 1-inch aluminum strut as required in 16070.
- B. Starters
 - 1. General
 - a. All starters shall be of the voltage rating, type, and sized for the motor size shown in these Specifications and/or on the Contract Drawings. For enclosure type see the system operation description and/or the Contract Drawings. All starters shall be of

the magnetic type. Should a piece of electrically driven equipment be furnished with a larger motor than shown on the Contract Drawings, the proper size combination starter shall be provided for the equipment supplied, at no extra cost to the Owner.

- b. See the Contract Drawings for the auxiliary equipment to be furnished and/or Section 16900 - Controls of this division. **Maximum control voltage shall be 120 volts, a-c.** Minimum starter size shall be NEMA Size 1.

2. Overloads

- a. Each starter shall have a thermal overload device in each ungrounded leg. The overload shall be of the "Ambient compensated Bi-metallic", thermal element type. All overloads shall be of the manual reset type and shall be reset without opening the starter enclosure. Heaters will be sized for the proper temperature rise of the motor that it is being used on. Heaters for general service shall be of the standard trip type. **Adjustable Overload Relay Thermal Units are not allowed.** All integral horsepower motors, 15 horsepower and over, require thermal elements embedded in the windings. See Motor Specifications, this division. Siemens-Allis overload relays shall be provided with a meter-sealed cover over relay adjustment controls.

3. Contactors

- a. All contactors for motor starters shall be of the a-c magnetic type with "undervoltage" protection when used in conjunction with momentary contact push-button control and "undervoltage" release when used with maintained contact push-button control.
- b. Contactor size shall be in accordance with NEMA Standards for the motor controlled and shall be horsepower rated. IEC rated equipment is not acceptable and shall be used as a basis for rejection of the equipment.
- c. Contacts shall be of the heavy duty silver-to-silver type and shall be totally enclosed in individual arc quenching chambers. Contacts shall be easily accessible for replacement.
- d. The contactor coil shall be of the vacuum impregnated or epoxy resin type, moisture resistant and corrosion proof.

C. Control Stations

1. General

- a. Control stations shall be heavy duty, maintained or momentary contact type, as noted on the Contract Drawings. Contacts shall be silver alloy, double break type. The number and marking of controls shall be as shown on the Contract Drawings. Enclosures shall be NEMA 4X for indoor and outdoor mounting, unless otherwise noted on the Contract Drawings. All control stations shall operate on 120 volt, a-c maximum, unless otherwise designated on the Contract Drawings. "Latch-out" facilities shall be provided where called for in these Specifications and/or on the Contract Drawings.

2. Maintained Contact

- a. Maintained contact control switches shall be marked "On" and "Off". The button pushed shall remain in and push the other button out until the other button is pushed. In general, they are to be used for hand control of motors which have to operate continuously and restart whenever power is off then resumed, without any manual operator. This is needed for motors which have to operate continuously in the absence of an operator.

3. Momentary Contact

- a. Momentary contact control push-button switches shall be marked "start" and "stop". Pushbuttons shall spring out whenever pushed. If the circuit is dropped for any reason, operation cannot be resumed until a "start" push-button is pushed. In general, they are to be used for hand control of motors which are desired to operate intermittently in the presence of the operator and stop and start independently from more than one parallel control location.

D. Circuit Breakers

1. Circuit breakers shall be molded case type. Trip elements of multi-pole breakers shall be effectively insulated from one another. Multi-pole breakers shall be designed so that an overload on any one pole shall open all poles simultaneously.
2. The breaker operating mechanism shall be the quick-make, quick-break type and shall be entirely trip free to prevent the contacts being held in a closed position against a short circuit.
3. Breakers not used with motor starters shall be of the thermal magnetic type with a thermal bimetallic element for time delayed overload protection and a magnetic element for short circuit protection.
4. The breaker shall be trip indicating with the trip position midway between the "On" and "Off" positions.
5. Breakers for combination starters shall be 100 amp frame or larger. All breakers for combination starters shall have an adjustable magnetic trip element of the motor circuit protector type.
6. Breakers for combination starters shall be F frame or larger. All breakers shall have adjustable magnetic trip elements. Circuit breakers K frame and larger shall have interchangeable thermal-magnetic trip elements.

E. Safety Switches

1. Safety switches shall be of the heavy duty industrial, quick make, quick-break type. Ratings shall correspond to that of the equipment in which circuit it is used, fuses sized as shown on the Contract Drawings. All safety switches at motor locations are of the nonfused type unless otherwise noted.
2. Safety switches shall have a mechanical door interlock to prevent the door from being opened with the switch in the on position and facilities for locking it in the closed or open position. Enclosures for process areas and outside installations shall be NEMA 4X and enclosures for indoor, non-process areas, shall be NEMA 1, unless otherwise designated in Section 16900 of this division and/or on the Contract Drawings.
3. Safety switches shall be UL listed and shall conform to NEMA Standards. NEMA 4X enclosed safety switches where called for shall be stainless steel, or fiberglass.
4. NEMA 1 enclosed switches shall be phosphate coated or equivalent, code gauge steel with baked enamel finish.

F. Selector Switches

1. Hand-off-automatic type selector switches shall be of oil-tight construction and shall have 3 positions. The switch must not have a spring loaded return. It shall be of the "quick-make", "quick-break" type.

G. Manual Motor Starting Switches

1. Manual motor starting switches for the control of fractional horsepower motors shall be single pole, and shall be provided with a thermal heater of the correct size for the load controlled. Each starting switch shall be mounted where shown on the Contract Drawings. Where they are used for rotating equipment such as grinders, they shall be equipped with low voltage protection, and required manual reset after power failure. As an alternate to low voltage protection built-in, a "Safety Restart Plug" may be utilized, available from Mitchell Instrument Company.

H. Alarm Horns

1. Alarm horns, where called for on the Contract Drawings, shall be weatherproof, suitable for surface mounting and shall be provided with a silence button. Alarm horn shall be Edwards 876 series with 103dB at 10 feet, Federal Signal, or equal.

I. Timing Relays

1. Time delay relays shall have an adjustable timing range as shown on the Contract Drawings. The time delay shall be after energizing timer coil. Timing relays shall be Agastat, Square D, or equal.

PART 3 - EXECUTION

3.01 INSTALLATION/APPLICATION/ERECTION

A. Individually Mounted Motor Control Devices (480, 240, or 120 Volt)

1. Each motor disconnect shall be located as near as possible to its respective motor.
2. Remote control station at or near motor shall be mounted near its respective motor, adjacent to the motor disconnect.
3. All devices and equipment furnished under this section (electronic circuit monitors, power correction equipment, etc.) shall be programmed, configured, and calibrated by the manufacturer. Any settings required shall be as determined by the manufacturer. If coordination studies or power system analysis is required, it shall be performed by the manufacturer.

END OF SECTION

SECTION 16900 - CONTROLS

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Equipment controls shall be as specified herein and shown on the Contract Drawings. Legends for starter nameplates shall be taken from the one line diagram in the Contract Drawings.
- B. Certain equipment starters contain nonresettable elapsed time meters as shown in the Contract Drawings. Also, certain motor starters have remote control devices and require connections to operate these control devices as shown on starter schematics (control circuits).
- C. All starters contain red "on" lights, control transformers, and auxiliary contacts to operate as defined on the control circuits of the Contract Drawings. Reset pushbuttons shall also be provided for overloads built into the starters.

1.02 CUSTOM CONTROL PANELS

- A. All control panels furnished under this Contract shall be manufactured in accordance with industry standards and as herein specified. Some control panels are specified to be furnished with the equipment controlled and others are to be furnished by the Contractor, as written elsewhere.
- B. Panel construction shall comply with OSHA and other code requirements as applicable, and may be attested to by UL listing the panels as an assembly. Otherwise, panel modifications as required by the Electrical Inspector shall be performed by the supplier at no extra cost to the Owner.
- C. Control panels to be furnished on this project shall be wired to function according to schematics shown on the contract Drawings. In addition to the requirements shown on the Contract Drawings, the panels shall adhere to additional requirements as written herein, and in the utilization equipment specifications.
- D. Enclosures shall be dead front with all operators' devices accessible without opening the enclosure door. All relays, timers, terminal strips, etc., shall be mounted to a subpanel inside the enclosure. All wiring must be stranded and sized to be protected by a 20 A circuit breaker. Supplemental overcurrent protection may be used in lieu of oversized wiring. All panels mounted outside shall have operators devices mounted on an inner door with an outdoor door that is blank.
- E. All terminal strips and lugs shall be of a type UL listed to terminate the size and quantity of wires encountered. Myers hubs shall be installed to maintain the enclosure rating where conduits enter NEMA 4X rated enclosures. The exterior of stainless steel NEMA 4X enclosures shall be unpainted. The exterior of NEMA 12 panels shall be painted ANSI 49 light gray, lacquer or enamel.
- F. Enclosures shall be provided with a locking hasp and any exterior hardware shall be stainless steel or other corrosion resistant material. Enclosures for use in process or outdoor areas shall be NEMA 4X and enclosures for interior use in dry areas shall be NEMA 12, unless otherwise indicated.
- G. Elementary control schematics and connection diagrams showing the spatial relationship of components and wiring shall be submitted for review. Also, a bill of materials, drawing of device arrangement on front, and enclosure fabrication drawings shall be submitted. Further,

descriptive literature is required on all components. A copy of the shop drawings shall be furnished and stored in a pocket inside the enclosure.

- H. Sleeve type wire markers or other "permanent" type marker shall be installed on all wires, keyed back to the elementary schematic or the connection diagram, and all terminals identified.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

For more location information
please visit www.strand.com

Office Locations

Ames, Iowa | 515.233.0000

Brenham, Texas | 979.836.7937

Cincinnati, Ohio | 513.861.5600

Columbus, Indiana | 812.372.9911

Columbus, Ohio | 614.835.0460

Joliet, Illinois | 815.744.4200

Lexington, Kentucky | 859.225.8500

Louisville, Kentucky | 502.583.7020

Madison, Wisconsin* | 608.251.4843

Milwaukee, Wisconsin | 414.271.0771

Nashville, Tennessee | 615.800.5888

Phoenix, Arizona | 602.437.3733

*Corporate Headquarters



PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

_____ Herrick Company, Inc.
(Name of CONTRACTOR)

_____ 2176 Waddy Rd, Lawrenceburg, KY 40342
(Address of CONTRACTOR)

a _____ Corporation, hereinafter
(Corporation, Partnership, or Individual)

called Principal, and _____ United Fire & Casualty Company
(Name of Surety)

_____ 118 Second Ave SE, Cedar Rapids, IA 52401
(Address of Surety)

hereinto called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 East Main Street, Third Floor
Lexington, Kentucky 40507

Obligee, hereinafter called "OWNER" in the penal sum of:

Three Hundred Thirty-Nine Thousand and No/100 dollars (\$ 339,000.00),
for the payment of whereof Principal and Surety bind themselves, their heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into an Agreement (Contract) with OWNER for the Picadome Pump Station Upgrades, LFUCG Bid No. 64-2023 in accordance with Contract Documents prepared by Strand Associates, Inc.® and dated May 25, 2023, which Agreement (Contract) is by reference made a part hereof, and is hereinafter referred to as the Agreement (Contract).

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully perform said Agreement (Contract), then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever, Principal shall be, and declared by OWNER to be in default under the Agreement (Contract), the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Agreement (Contract) in accordance with its terms and conditions or
2. Obtain a Bid or Bids for completing the Agreement (Contract) in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the OWNER elects, upon determination by the OWNER and Surety jointly of the lowest responsible bidder, arrange for an Agreement (Contract) between such bidder and OWNER, and make available as Work progresses (even though there may be a default or a succession of defaults under the Agreement (Contract) or Agreements (Contracts) of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Agreement (Contract) Amount; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Agreement (Contract) Amount", as used in this paragraph shall mean the total amount payable by OWNER to Principal under the Agreement (Contract) and any amendments thereto, less the amount properly paid by OWNER to Principal.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of OWNER.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of (number)

which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

Herrick Company, Inc.
Principal

[Signature]
(Principal) Secretary

By: Denna S Herrick (s)

2176 Waddy Rd
Address
Lawrenceburg, KY 40342

[Signature]
Witness as to Principal

2176 Waddy Rd
Address
Lawrenceburg, KY 40342

United Fire & Casualty Company
Surety
By: [Signature]
Attorney-in-Fact

ATTEST:

[Signature]
(Surety) Secretary

118 Second Ave SE
Address
Cedar Rapids, IA 52401



[Signature]
Witness to Surety Barbara Duncan

2307 River Rd, Ste 200
Address
Louisville, KY 40206

Title: Attorney-in-Fact
Surety
By: Leigh McCarthy

Title: Underwriting Assistant

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Agreement (Contract).

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

Herrick Company, Inc.

(Name of CONTRACTOR)

2176 Waddy Rd, Lawrenceburg, KY 40342

(Address of CONTRACTOR)

a _____ Corporation _____, hereinafter
(Corporation, Partnership, or Individual)

called Principal, and _____ United Fire & Casualty Company _____
(Name of Surety)

118 Second Ave SE, Cedar Rapids, IA 52401

(Address of Surety)

hereinto called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 East Main Street, Third Floor
Lexington, Kentucky 40507

Obligee, hereinafter called "OWNER" in the penal sum of:

Three Hundred Thirty-Nine Thousand and No/100 _____ dollars (\$ 339,000.00),
for the payment of whereof Principal and Surety bind themselves, their heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into an Agreement (Contract) with OWNER for the
Picadome Pump Station Upgrades, LFUCG Bid No. 64-2023 in accordance with Contract Documents
prepared by Strand Associates, Inc.® and dated May 25, 2023, which Agreement (Contract) is by
reference made a part hereof, and is hereinafter referred to as the Agreement (Contract).

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly
make payment to all claimants as hereinafter defined for all labor and material used or reasonably
required for use in the performance of the Agreement (Contract), then this obligation shall be void;
otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the
Principal for labor material, or both, used or reasonably required for use in the performance of the
Agreement (Contract), labor and material being construed to include that part of water, gas, power,
light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Agreement
(Contract).

2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the Work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which Principal ceased Work on said Agreement (Contract), it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against aid improvement, whether or not claim for the amount of such lien be presented under and against this bond.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of (number)

which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

Herrick Company, Inc.
Principal

[Signature]
(Principal) Secretary

By: *Donna S Herrick* (s)

2176 Waddy Rd
Address
Lawrenceburg, KY 40342

Karla Zikis
Witness as to Principal

2176 Waddy Rd
Address
Lawrenceburg, KY 40342

United Fire & Casualty Company
Surety

ATTEST:

By: *Leigh McCarthy*
Attorney-in-Fact

(Surety) Secretary

118 Second Ave SE
Address
Cedar Rapids, IA 52401



Barbara Duncan
Witness to Surety Barbara Duncan

Title: Attorney-in-Fact
Surety

2307 River Rd, Ste 200
Address
Louisville, KY 40206

By: Leigh McCarthy

Title: Underwriting Assistant

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Agreement (Contract).

EROSION AND SEDIMENT CONTROL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

Herrick Company, Inc.

(Name of CONTRACTOR)

2176 Waddy Rd, Lawrenceburg, KY 40342

(Address of CONTRACTOR)

a _____ Corporation _____, hereinafter
(Corporation, Partnership, or Individual)

called Principal, and _____ United Fire & Casualty Company _____
(Name of Surety)

118 Second Ave SE, Cedar Rapids, IA 52401

(Address of Surety)

hereinto called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 East Main Street, Third Floor
Lexington, Kentucky 40507

Obligee, hereinafter called "OWNER" in the penal sum of:

Three Thousand Three Hundred Ninety and No/100 dollars (\$ 3,390.00), for the payment of whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into an Agreement (Contract) with OWNER for the Picadome Pump Station Upgrades, LFUCG Bid No. 64-2023 in accordance with Contract Documents prepared by Strand Associates, Inc.® and dated May 25, 2023, which Agreement (Contract) is by reference made a part hereof, and is hereinafter referred to as the Agreement (Contract).

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully perform said Agreement (Contract), then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever, Principal shall be, and declared by OWNER to be in default under the Agreement (Contract), the OWNER having performed OWNER's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the installation, maintenance, and removal of the soil erosion and sediment controls and final stabilization of the site in accordance with the Agreement (Contract), the LFUCG Land Disturbance Permit, Chapter 16 Article X Division 5 of the LFUCG Code of Ordinances, and the KPDES General Permit for Stormwater Discharges Associated with Construction Activities (KYR 10).

2. Obtain a Bid or Bids for completing the installation, maintenance, and removal of the soil erosion and sediment controls and final stabilization of the site in accordance with the Agreement's (Contract's) terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the OWNER elects, upon determination by the OWNER and Surety jointly of the lowest responsible bidder, arrange for an Agreement (Contract) between such bidder and OWNER, and make available as Work progresses (even though there may be a default or a succession of defaults under the Agreement (Contract) or Agreements (Contracts) of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Agreement (Contract) Amount; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Agreement (Contract) Amount", as used in this paragraph shall mean the total amount payable by OWNER to Principal under the Agreement (Contract) and any amendments hereto, less the amount properly paid by OWNER to Principal.

Any suit under this bond must be instituted before the expiration one (1) year from the date on which final payment under the Agreement (Contract) falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of OWNER.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of (number)

which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

Herrick Company, Inc.
Principal


(Principal) Secretary

By: Donna S Herrick (s)

2176 Waddy Rd
Address
Lawrenceburg, KY 40342


Witness as to Principal

2176 Waddy Rd
Address
Lawrenceburg, KY 40342

United Fire & Casualty Company
Surety
By: 
Attorney-in-Fact

118 Second Ave SE
Address
Cedar Rapids, IA 52401

ATTEST:

(Surety) Secretary




Witness to Surety Barbara Duncan

2307 River Rd, Ste 200
Address
Louisville, KY 40206

Title: Attorney-in-Fact
Surety

By: Leigh McCarthy

Title: Underwriting Assistant

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Agreement (Contract).

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that

Herrick Company, Inc.

(Name of CONTRACTOR)

2176 Waddy Road, Lawrenceburg, KY 40342

(Address of CONTRACTOR)

a _____ Corporation, hereinafter
(Corporation, Partnership, or Individual)

called Principal, and _____ United Fire & Casualty Company
(Name of Surety)

118 Second Avenue SE, Cedar Rapids, IA 52401

(Address of Surety)

hereinto called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 East Main Street, Third Floor
Lexington, Kentucky 40507

Obligee, hereinafter called "OWNER" in the penal sum of: _____

Sixteen Thousand Nine Hundred Fifty and No/100 dollars (\$16,950.00),

for the payment of whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. The warranty bond shall be in the amount of five percent (5%) of the final construction cost amount (based on contractor's final pay request).

WHEREAS, Principal by written agreement is entering into an Agreement (Contract) with OWNER for the Picadome Pump Station Upgrades, LFUCG Bid No. 64-2023 in accordance with Contract Documents prepared by Strand Associates, Inc.® and dated May 25, 2023, which Agreement (Contract) is by reference made a part hereof, and is hereinafter referred to as the Agreement (Contract).

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that, if the Principal shall well and faithfully do and perform the required maintenance and shall indemnify and save harmless the OWNER against all claims, loss or damage, and expenses of reconstruction or additional work required to restore the Project to its acceptable condition within a period of one (1) year from the date of acceptance by OWNER of the Project, then this obligation shall be void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators, successors, or assigns of the OWNER.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of (number)

which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

Herrick Company, Inc.
Principal

[Signature]
(Principal) Secretary

By: Donna S Herrick (s)

2176 Waddy Rd
Address
Lawrenceburg, KY 40342

Kayla Zekits
Witness as to Principal

2176 Waddy Rd
Address
Lawrenceburg, KY 40342

United Fire & Casualty Company
Surety

ATTEST:

By: Leigh McCarthy
Attorney-in-Fact

(Surety) Secretary

118 Second Ave SE
Address
Cedar Rapids, IA 52401



[Signature]
Witness to Surety Barbara Duncan

Title: Attorney-in-Fact
Surety

2307 River Rd, Ste 200
Address
Louisville, KY 40206

By: Leigh McCarthy

Title: Underwriting Assistant

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Agreement (Contract).



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Bond No. 54-249117
 and 55-226392

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JAMES T. SMITH, JAMES H. MARTIN, BROOK T. SMITH, RAYMOND M. HUNDLEY, DEBORAH NEICHTER, MICHELE LACROSSE, JASON CROMWELL, LEIGH MCCARTHY, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$75,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 23rd day of February, 2024 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 23rd day of February, 2022

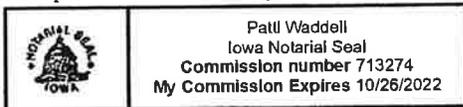


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 23rd day of February, 2022, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this _____ day of _____, 20_____.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC