



**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

Facsimile (513) 695-2054

**TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG**

23-0885

July 18, 2023

**ENTER INTO CONTRACT WITH SMITHCORP INC. FOR THE MORELAND ACRES
WATER MAIN REPLACEMENT PROJECT**

WHEREAS, pursuant to Resolution #23-0790, adopted June 20, 2023, this Board approved a Notice of Intent to Award Contract for the Moreland Acres Water Main Replacement Project to SmithCorp Inc. for a total contract price of \$607,119.80; and

WHEREAS, all documentation, including performance bonds, insurance certificates, etc., has been submitted by the contractor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with SmithCorp Inc., 130 Novner Drive, Cincinnati, Ohio 45215 for said project, for a total contract price of \$607,119.80; as attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

KP

cc: c/a— SmithCorp Inc.
Water/Sewer (file)
OMB Bid file



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TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG

23-0790

June 20, 2023

APPROVE NOTICE OF INTENT TO AWARD BID TO SMITHCORP INC. FOR THE MORELAND ACRES WATER MAIN REPLACEMENT PROJECT

WHEREAS, bids were closed at 11:00 a.m., on June 8, 2023, and the bids received were opened and read aloud for the Moreland Acres Water Main Replacement Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Kathryn Gilbert, Staff Engineer, SmithCorp Inc. has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Water and Sewer Department, that it is the intent of this Board to award the contract to , SmithCorp Inc, 130 Novner Drive, Cincinnati, Ohio 45215 for a total bid price of \$607,119.80; and

BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 20th day June 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Water/Sewer (file)
OMB Bid file



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**TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG**

BID OPENING

June 8, 2023

BID OPENING –

Bids were closed at 11:00 a.m. this 8th day of June and the following bids were received, opened, and read aloud for the Moreland Acres Water Main Replacement Project for the Warren County Water and Sewer Department.

| | |
|---|--------------|
| C.G. Construction and Utilities Germantown, OH | \$905,330.00 |
| SmithCorp Cincinnati, OH | \$607,119.80 |
| Adleta Construction Cincinnati, OH | \$962,900.91 |
| Performance Site Development Fairfield, OH | \$874,590.00 |
| Majors Enterprises Monroe, OH | \$833,815.00 |

Kathryn Gilbert, Sanitary Engineer, will review bids for a recommendation at a later date.

cc: Bid File

OMB

W/S (file)

PLAN HOLDERS LIST

Moreland Acres Water Main Replacement Project

Individuals or companies can be added to the plan holders list by contacting Krystal Powell at krystal.powell@co.warren.oh.us

| Name | Company | Phone Number | E-mail Address |
|-----------------|--------------------------------------|-------------------------|--|
| Jack Stauffer | Stauffer Site Services LLC | 513-678-9167 | stauffersiteservices@gmail.com |
| Andrew Kloenne | Ford Development Corp. | 513-772-1521 | akloenne@forddevelopment.com |
| Michael Majors | Majors Enterprises Inc. | 513-464-6777 | Majors.enterprises@outlook.com |
| Tyler Holden | KT Holden Construction | 513-200-3432 | tholden@ktholden.com |
| TJ Smith | Smith Corp. | 513-256-7697 | Tj.smith@smithcorp.com Jtodd.smith@smithcorp.com |
| Jeff Freeze | Freeze Underground LLC | 513-266-4443 | freezeunderground@gmail.com |
| Robert Adleta | Adleta Construction | 513-554-1469 | estimating@adletaconstruction.com |
| Scott Pearson | C.G. Construction and Utilities Inc. | 937-866-7166 | scottcgconstruction@swohio.twcbc.com |
| Scott Rack | Rack and Ballauer Excavating Co. | 513-738-7000 Ext. 17 | Rack.sctott@rackballauer@gmail.com |
| Danyalle Hester | Performance Site Development | 937-410-4645 | danyallehester@gmail.com |

CONTRACT DOCUMENTS

MORELAND ACRES WATER MAIN REPLACEMENT PROJECT

WARREN COUNTY WATER & SEWER DEPARTMENT

WARREN COUNTY BOARD OF COMMISSIONERS
406 JUSTICE DRIVE
LEBANON, OHIO 45036
(513) 695-1250

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SECTION 00 10 10
INVITATION TO BIDDERS

Separate sealed bids for the Moreland Acres Water Main Replacement Project will be received by the Warren County Board of Commissioners at the Office of the Warren County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036, until 11:00 am, Thursday, June 8, 2023 and then at said time publicly be opened and read aloud.

Bid documents, including terms, general conditions, supplemental conditions, drawings and specifications are available online at the Warren County's Website at <https://www.co.warren.oh.us/Commissioners/Bids/Default.aspx>. Questions regarding the technical specifications should be directed in writing to Kathryn Gilbert at the Warren County Water and Sewer Department Kathryn.Gilbert@co.warren.oh.us, (513) 695-1645.

The project generally consists of the installation of approximately 3,500 feet of 6" ductile iron water main and 285 feet of 4" ductile iron water main along Morland Dive, Jeff Drive and Celeste Dive in Franklin Township, Warren County, Ohio. The estimated contract value is \$8800,000.00.

A bid guaranty, as required by Ohio Revised Code, Section 153.54, shall accompany each proposal submitted, as follows:

1. A Certified check, cashier's check, or letter of credit equal to ten (10) percent of the bid. A letter of credit may only be revocable by the Owner. Upon entering into a contract with the Owner, the contractor must file a performance bond for the amount of the contract, and the bid guaranty will then be returned to the successful and unsuccessful bidders upon contract execution.

OR

2. A form of bid guaranty bond (attached) for the full amount of the bid. Such bond is retained for the successful bidder, but returned to unsuccessful bidders after the contract is executed.

Warren County reserves the right to reject any or all bids submitted, to waive any irregularities in bids, and enter into a contract with the Bidder who in Warren County's consideration offered the lowest and best bid. By order of the Board of County Commissioner, County of Warren, State of Ohio.

Tina Osborne, Clerk

**SECTION 00 10 20
BID PROPOSAL**

The undersigned declares that the only persons or parties in this Bid are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that all the Contract Documents as prepared have been carefully examined; that the undersigned is fully informed in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this bid. The undersigned do hereby propose to furnish all labor, materials, tools, equipment, etc., necessary to complete the work in Franklin Township in Warren County and that the bid include all costs including, permit fees, taxes, insurance, overhead, and profit. All material and equipment must comply with the specifications and contract drawings that comprise the Contract Documents.

The premiums for all Bonds required shall be paid by the Contractor and shall be included in the Contract Price. The undersigned Bidder further agrees that the Bid Security accompanying this Bid shall become the property of the County if the Bidder fails to execute the Agreement.

If any addenda are published on Warren County's website at <https://www.co.warren.oh.us/Commissioners/Bids/Default.aspx>, pursuant to SECTION 00 20 00, Paragraph 7, the undersigned acknowledges receipt of the following Addenda:

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

The Bid shall include the following:

Item 1 – Bond and Mobilization/Demobilization. This Bid item shall include all necessary performance and payment bond premiums, insurance, and mobilization/demobilization to complete the work. The maximum amount of this bid item shall not exceed 2-percent of the total bid amount.

Item 2 – Maintenance of Traffic. This lump sum Bid item shall include furnishing all materials, labor, tools, and equipment necessary to perform all the work to maintain traffic in accordance with federal, state, and local laws and regulations and in accordance with the Right-of-Way Permit.

Item 3 – Construction Layout Staking. This Bid item shall include furnishing all materials, labor, tools, and equipment necessary to perform all the work survey and staking work.

Item 4 – Clearing and Grubbing. This lump sum work shall include all necessary materials, labor, tools, and equipment to complete the clearing and grubbing within the right-of-way for the installation of the watermain.

Item 5 – Flushing, Disinfecting, and Pressure Test. This lump sum Bid item shall include furnishing all materials, labor, tools, and equipment necessary to perform all the work to complete the flushing, disinfecting, and pressure test of the new waterlines.

Item 6 – 6-Inch Class 52 Ductile Iron Water Main. This unit price work shall include all necessary materials, labor, tools, and equipment to install the 6-inch class 52 ductile iron water main, complete, including all fittings, plugs, restraining systems, glands, and gaskets.

Item 7 – 6-Inch C-900 DR 14 Polyvinyl Chloride (PVC) Water Main. This unit price work shall include all necessary materials, labor, tools, and equipment to install the 6-inch C-900 water main, complete, including all fittings, plugs, restraining systems, glands, and gaskets.

Item 8 – 4-Inch Class 52 Ductile Iron Water Main. This unit price work shall include all necessary materials, labor, tools, and equipment to install the 4-inch class 52 ductile iron water main, complete, including all fittings, plugs, restraining systems, glands, and gaskets.

Item 9 – 6-Inch Mainline Gate Valves. This unit price work shall include all necessary materials, labor, tools, and equipment to install the 6-inch gate valves including valve box, stem, and lid.

Item 10 – Fire Hydrant Assembly. This unit price work shall include all necessary materials, labor, tools, and equipment to install a new fire hydrant assembly, including all glands, gaskets, restraints, 6-inch Class 52 ductile iron pipe extensions, 6-inch gate valve (with valve box, stem, and lid) complete from tee to hydrant.

Item 11 – Service Connections. This unit price work shall include all necessary materials, labor, tools, and equipment to complete the procurement and installation of customer service laterals, including ¾-inch Type K copper service lines, corp stops, buried angle valves, meter pits and reconnecting to customer’s existing service line.

Item 12 – Roadway Restoration. This unit price work shall include all necessary materials, labor, tools, and equipment for performance of full depth roadway restoration for the water main crossings.

Item 13 – Asphalt Driveway Repair. This unit price work shall include all necessary materials, labor, tools, and equipment to repair the asphalt driveways disturbed as part of the project.

Item 14 – Concrete Driveway Repair. This unit price work shall include all necessary materials, labor, tools, and equipment to repair the concrete driveways disturbed as part of the project.

Item 15 – Gravel Driveways Repair. This unit price work shall include all necessary materials, labor, tools, and equipment to repair the gravel driveways disturbed as part of the project.

Item 16 – Driveway Culvert Repair. This unit price work shall include all necessary materials, labor, tools, and equipment to repair the driveway culverts disturbed as part of the project.

Item 17 – Mailbox Replacement. This unit price work shall include all necessary materials, labor, tools, and equipment to replace the mailboxes disturbed as part of the project.

Item 18 – Site Restoration, Seeding and Mulching. This unit price work shall include all necessary materials, labor, tools, and equipment to restore the disturbed areas, including all grading, top soil, seeding, and mulching.

Alternate Bid Item No. 6 – 6-Inch C-900 DR 14 Polyvinyl Chloride (PVC) Water Main. This unit price work shall include all necessary materials, labor, tools, and equipment to install the 6-inch C-900 water main, complete, including all fittings, plugs, restraining systems, glands, gaskets, and tracer wire. The total add/deduct for this alternate bid item would include installing all of the 6-inch water main in the project as C-900 pipe instead of class 52 ductile iron pipe.

Alternate Bid Item No. 8 – 4-Inch C-900 DR 14 Polyvinyl Chloride (PVC) Water Main. This unit price work shall include all necessary materials, labor, tools, and equipment to install the 4-inch C-900 water main, complete, including all fittings, plugs, restraining systems, glands, gaskets, and tracer wire. The total add/deduct for this alternate bid item would include installing all of the 4-inch water main in the project as C-900 pipe instead of class 52 ductile iron pipe.

The written/typed Total Bid price is for the convenience of the Owner in comparing bids. Any discrepancy between the actual sum of the line item totals and the written/typed total bid price shall be resolved in favor of the actual sum of the correct individual line item.

The undersigned hereby certifies under the penalty of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person or entity. The bid proposals shall remain in full force and effect for sixty (60) days after the date of opening bids. The full name and address of all persons and parties interested in the foregoing bids as principals are as follows:

Individual, Partnership, or Corporation

Signature of Corporate Officer, President, or Owner

Date

Notice of acceptance should be mail or delivered to the following:

COMPANY NAME: _____

CHIEF EXECUTIVE OFFICER: _____

ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

PROJECT CONTACT PERSON: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

FEDERAL ID #: _____

WEBSITE ADDRESS: _____

NOTE: The firm, corporate or individual name of the bidder must be signed in ink in the space provided for the signatures on the proposed blanks. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm." In the case of an individual, use the terms "doing business as", or "sole owner."

**SECTION 00 10 30
BID FORM**

BIDDER agrees to perform all the work described in the Contract Documents for the following prices:

| ITEM | DESCRIPTION | QUAINTLY | UNITS | UNIT PRICE | TOTAL COST |
|------|--|----------|-------|------------|------------|
| 1 | Bond and Mobilization/ Demobilization | 1 | L.S. | | |
| 2 | Maintenance of Traffic | 1 | L.S. | | |
| 3 | Construction Layout Staking | 1 | L.S. | | |
| 4 | Clearing and Grubbing | 1 | L.S. | | |
| 5 | Flushing, Disinfecting, and Pressure Testing | 1 | L.S. | | |
| 6 | 6" Class 52 Ductile Iron Water Main | 3,346 | L.F. | | |
| 7 | 6" C-900 DR 14 PVC Water Main | 140 | L.F. | | |
| 8 | 4" Class 52 Ductile Iron Water Main | 285 | L.F. | | |
| 9 | 6" Mainline Gate Valve | 7 | E.A. | | |
| 10 | Fire Hydrant Assembly | 9 | E.A. | | |
| 11 | Service Connections | 1 | E.A. | | |
| 12 | Asphalt Roadway Repair | 53 | E.A. | | |
| 13 | Asphalt Driveway Repair | 2 | E.A. | | |
| 14 | Concrete Driveway Repair | 14 | E.A. | | |
| 15 | Gravel Driveway Repair | 13 | E.A. | | |
| 16 | Driveway Culvert Repair | 2 | E.A. | | |
| 17 | Mailbox Replacement | 23 | E.A. | | |
| 18 | Site Restoration, Seeding and Mulching | 24 | E.A. | | |

Total of Bid Items 1 through 18 \$ _____

Total Bid Items 1 through 18 (In Words)

Bidder's Name

L.S. = Lump Sum

L.F. = Liner Feet

E.A. = Each

S.Y. = Square Yard

**SECTION 00 10 40
ALTERNATE BID FORM**

| ITEM | DESCRIPTION | QUANTITY | UNITS | UNIT PRICE | TOTAL ADD/ DEDUCT COST |
|-------------|-------------------------------|-----------------|--------------|-------------------|-----------------------------------|
| 6 | 6" C-900 DR 14 PVC Water Main | 3,346 | L.F. | | |
| 8 | 4" C-900 DR 14 PVC Water Main | 285 | L.F. | | |

Total Add/Deduct of Alternate Bid Items 6 and 8 \$ _____

Bidder's Name

**SECTION 00 10 50
EXCEPTION SHEET**

Exceptions: Exceptions to any bid specification must be clearly stated on this sheet. This sheet must be submitted with each bid. If there are no exceptions, please indicate “none” below.

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

SECTION 00 20 00
GENERAL INSTRUCTION TO BIDDERS

1. **Receipt and Opening of Bids:** The Warren County Board of Commissioners (herein referred to as “Owner”), invites bides on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be receive by the Owner at the Office of the Warren County Board of Commissioners until 11:00 AM, Thursday, June 8, 2023 and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to Warren County Board of Commissioners at 406 Justice Drive, Lebanon, Ohio 45036, and shall be clearly marked as follows:

BID OPENING
MORELAND ACRES WATER MAIN REPLACEMENT
11:00 AM, Thursday June 8, 2023

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered.

2. **Description of Project:** The project generally consists of the installation of approximately 3,500 feet of 6” ductile iron water main and 285 feet of 4” ductile iron water main along Morland Dive, Jeff Drive and Celeste Dive in Franklin Township, Warren County, Ohio.

3. **Construction Cost:** The Engineer’s opinion of probable construction cost for the base bid work is \$880,000.00.

4. **Project Funding/Financing:** The project shall be financed only through the Owner’s reserved funds and does not receive financing through any State of Ohio or Federal funding.

5. **Time of Completion and Liquidated Damages:** The Bidder hereby agrees that the Contract Time shall commence on the date stipulated in the Notice to Proceed which will be issued by the Owner within 14 days of contract execution and to complete the work in accordance with the terms as stated in the Contract, and in accordance with the following schedule milestones:

Substantial Completion: 90 Days from Notice to Proceed.

Final Completion: 120 Days from Notice to Proceed.

Any delays in substantial completion of the work that are within the control of the Contractor, their Subcontractor, or Supplier shall be subject to liquidated damages in the sum of \$200.00 for each consecutive calendar day that the project extends beyond the substantial completion deadline. See the General Conditions and Supplemental Conditions for the definition and requirements of substantial completion.

6. **Bid Documents:** Bid documents, including terms, general conditions, supplemental conditions, drawings, addenda, and other information are available online, free of charge, at the Warren County’s Website at <https://www.co.warren.oh.us/Commissioners/Bids/Default.aspx>. No

planholder list will be maintained by the Owner. All Addenda will be posted on the website and shall not be mailed to bidders.

7. **Addenda and Interpretations:** No interpretations of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally. Every request for such interpretation must be in writing to Kathryn Gilbert at Kathryn.Gilbert@co.warren.oh.us. To be given consideration all questions must be received by 4:00 pm on Thursday, June 1, 2023. All such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted on the Warren County Commissioners' website <https://www.co.warren.oh.us/Commissioners/Bids/Default.aspx>, no later than three days prior to the date fixed for opening of bids. Failure of any bidder to monitor the website and download any such addendum or interpretations shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents. Bidders shall be responsible for checking the website prior to submitting their bid.

8. **Required Forms:** Each bid must be submitted on the forms contained in the Contract Documents herein. All blank spaces for bid prices must be completed, in ink or typewritten, in both words and figures, and the foregoing certifications must be fully completed and executed when submitted. Each Bidder shall complete and submit the following forms with his/her bid:

| | |
|------------------|---|
| Section 00 10 20 | BID PROPOSAL |
| Section 00 10 30 | BID FORM |
| Section 00 10 50 | EXCEPTION SHEET |
| Section 00 30 10 | NONCOLLUSION AFFIDAVIT – FORM 1 |
| Section 00 30 20 | NONCOLLUSION AFFIDAVIT – FORM 2 |
| Section 00 30 30 | AFFIDAVIT OF NON-DELINQUENCY OF REAL AND/OR PERSONAL PROPERTY TAX |
| Section 00 30 40 | FINDINGS FOR RECOVERY AFFIDAVIT |
| Section 00 30 50 | EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS, BID CONDITIONS, NON-DISCRIMINATION, AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT |
| Section 00 40 00 | BONDING REQUIREMENTS |
| Section 00 40 10 | BID GUARANTY AND CONTRACT BOND |

9. **Modification or Withdraw of Bid:** Bids may be modified or withdrawn by any appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of bids.

After opening, a Bidder may withdraw their bid from consideration if the price bid was substantially lower than the other bids, provided the bid was submitted in good faith and the reason for the price being substantially lower was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional omission of a substantial quantity of work, labor or material made directly in the compilation of the bid. Request to withdraw such bid must be made in writing and filed with the Owner within two business days after the opening of bids and prior to the acceptance thereof.

10. **Method of Award:** The Owner may reject all bids or may award the contract on the base bid or on the base bid combined with additions or deductible alternates, to the lowest and best bidder, as produces a net amount which is within the available funds.

To determine lowest and best bidder, the price of the bid will be given equal weight against the totality of the following factors: 1.) the bidder's information provided in the Section 00 50 10 Experience Statement which shall be used to judge responsibility, experience, skill, financial standing, feedback from references or prior clients—which may include Owner; 2.) the Section 00 10 30 Exception Sheet; 3.) availability.

If the total price received from the lowest and best bidder exceeds the amount of funds available to finance the contract, the Owner may:

- a. Reject all bids:
- b. Augment the funds available in the amount sufficient to enable award to the lowest and best bidder or bidders;
- c. Reduce the scope of the work by eliminated certain items of work to produce a total bid which is within the available funds;
- d. Reduce the scope of work by reducing the quantities of certain items of work to produce a total bid which is within the available funds;
- e. Reduce the scope of work by a combination of adjustments as outlined in “c” and “d” above to produce a total bid which is within available funds.
- f. The Owner may reject all bids or may award the contract on the base bid or on the base bid combined with additions or deductible alternative as produces a net amount which is within the available funds.

The Owner may consider informal and may reject any bid not prepared and submitted in accordance with the provisions hereof. The Owner reserves the right to reject all bids, to waive any informalities or irregularities in the bids received, and to accept any bid which is deemed lowest and best.

11. **Qualification of Bidder:** The Owner any make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein; conditional bids will not be accepted.

12. **Conditions of Work:** Each bidder must inform him/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means or will not cause any interruption of or interference with the work of any other contractor. No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work as the result of failure to make such examination and investigation, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every respect, all the requirements of the Contract, nor will the same be accepted as a basis for any claim whatsoever for extra compensation or for an extension of time.

13. **Obligation of Bidder:** Each bidder shall, and is hereby directed to inspect the entire site of the proposed work and judge for him/herself as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection therewith. At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.

14. **Non-Collusion Affidavit:** The successful bidder will be required to submit non-collusion affidavit on the form included in these Bid/Contract Documents (SECTION 00 30 10 and 00 30 20). These affidavits shall be dated and executed as part of this bid.

15. **Real and/or Personal Property Tax Affidavit:** All bidders must complete the Real and/or Personal property tax affidavit (Section 00 30 30) and submit with your bid. This section should be fully completed whether or not you as a vendor/contractor own property in Warren County, Ohio.

16. **EEO Compliance:** Equal Employment Opportunity (EEO) compliance requirements and affidavits are contained in SECTION 00 30 50. Owner contracts that receive state or federal funding including, but not limited to, grants, loans, and debt forgiveness shall not be executed unless the Contractor possesses a current Certificate of Compliance issued by the State EEO Coordinator.

Every contract for or on behalf of the County for the construction, alteration, or repair of any public building or public work shall include an affidavit certifying the contractor complies with EEO requirements specified in Ohio Revised Code Section 153.59.

17. **Bid Security:**

A bid guaranty, as required by Ohio Revised Code, Section 153.54, shall accompany each proposal submitted, as follows:

1. A Certified check, cashier's check, or letter of credit equal to ten (10) percent of the bid. A letter of credit may only be revocable by the Owner. Upon entering into a contract with the Owner, the contractor must file a performance bond for the amount of the contract, and the bid guaranty will then be return to the successful and unsuccessful bidders upon request.

OR

2. A form of bid guaranty bond (attached) for the full amount of the bid. Such bond is retained for the successful bidder, but returned to unsuccessful bidders after the contract is executed.

Such cash, checks or bid bonds will be returned to bidders after the Owner has awarded the bid and has executed the contract, or, if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

18. **Liquidated Damages for Failure to Enter into Contract:** The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within 10 working

days after he/she has received the documents, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the bid security.

19. **Security for Faithful Performance:** Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a performance (surety) bond as security for faithful performance of this contract and for the payment of all persons performing labor on project under this contract and furnishing materials in connection with the contract. The surety on such bond or bonds shall be duly authorized surety company satisfactory to the Owner. Please note that upon execution of the Contract if a Bid Guaranty/Contract Bond was submitted with your original bid a Performance Bond will not be required.

20. **Required Insurance:** In accordance with the specifications and the Supplemental Conditions, the Contractor, without restricting the obligations and liabilities assumed under the Contract Documents, shall at his own cost and expense purchase and maintaining in force until final acceptance of his work, the forms of insurance coverage as described in Section 00 80 10 Supplemental Conditions 1.2.C. Article 5 – Bonds and Insurance.

Certificates from the insurance carrier stating the limits of liability and expiration date shall be filed with the Owner before operations are begin. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall name the Board of Warren County Commissioners as additionally insured.

All policies as hereinafter required shall be so written that the Owner will be notified of cancellation or restrictive amendment at least sixty days prior to the effective date of such cancellation or amendment.

If any part of the work is sublet, insurance of the same types and limits as required shall be provided by or on behalf of the Subcontractors to cover that part of the work they have contracted to perform including Property Damage Liability Special Hazards coverage if so required by this contract.

21. **Additional Obligations Upon Contract Award:** Upon award of the bid but prior to execution of the final agreement and notice to proceed, the Contractor shall submit all of the following documents, completed as required:

1. Contract
2. Performance Bond
3. Certificates of Insurance

22. **Wage Rates:** In the event that the rate of wages paid for any trade or occupant in the locality where such work is being performed are under current collective agreements or understandings between bona fide organizations of labor and employer, then the wages to be paid shall be not less than such agreed wage rates, nor less than the minimum rates compiled by the Federal Labor Standard Act. Copies of these prevailing wage rates have been included in these specifications. Every Contractor and Subcontractor who is subject to Ohio Revised Code, Chapter 4115 shall, as soon as he begins performance under his contract with the Owner, supply the Prevailing Wage Coordinator for the Owner a schedule of the dates on which he is required to pay wages to employees. He shall also deliver to the Prevailing Wage Coordinator within three weeks after each pay date, a certified copy of his payroll which shall exhibit for each employee paid any wages, name, current address, social security number, number of hours worked each day of the pay period and the total for each week, hourly rate of pay, job classification, fringe payments, and

deductions from wages. The certification of each payroll shall be executed by the Contractor, Subcontractor, or duly appointed agent thereof and shall recite that the payroll is correct and complete and that the wage rate shown is not less than those required by the contract.

In case the Owner orders the Contractor to perform extra or additional work which may make it necessary for the Contractor or any Subcontractor under this contract to employ a person not herein specified, the Contractor will include in the contract change order for such extra or additional work, a minimum wage rate for such trade or occupation, and insofar as such extra or additional work is concerned, there shall be paid to each employee engaged in work of such trade or occupation, not less than the wage so included. Insofar as possible, local labor shall be employed on this work.

23. **Laws and Regulations:** The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities have jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

24. **Foreign Corporation and Contractors:** "Foreign Corporations" means a corporation incorporated under the laws of another state. No contract shall be entered into with a foreign corporation until the Secretary of State has certified that such corporation is authorized to do business in Ohio: and until, if the bidder so awarded the Contract is a person or partnership, it has filed with the Secretary of State a Power of Attorney designating the Secretary of State as its agent for the purpose of accepting service of summons in any action brought under Ohio Revised Code, Section 153.05 or under Sections 4123.01 to 4123.94, inclusive.

25. **Safety Standards and Accident Prevention:** With respect to all work performed under this Contract, the Contractor shall:

- a. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of title 29 of the code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, N. 75, Saturday, April 17, 1971.
- b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- c. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or doctor's care of persons (including employees) who may be injured at the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

26. **Permits:** Contractor shall keep a copy of all permits at the project site throughout the duration of the work. The permits required for the work, the permit holder, and the entity paying for the permit is outlined below. All obtained permits acquired to date are included in SECTION 00 70 20.

| Permit | Agency | Permit Holder | Entity Paying for Permit |
|-----------------------------|----------|---------------|--------------------------|
| Stormwater Notice of Intent | Ohio EPA | Contractor | No Cost |
| Right-Of-Way Permit | WCEO | Owner | No Cost |

27. **Subcontracts:** Contractor shall provide upon request of the Owner a list of all subcontractors intended to be used in performance of the work. In the event the Owner does not object, Contractor may have such work performed by a subcontractor. Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of the Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.

28. **Subletting of Contract:** The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent of the Owner of his designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to no less than fifty percent of the total contract cost, except that any time designated in the contract before computing the amount of work required to be performed by the Contractor with his own organization, no subcontract, or transfer of contract, shall in any way release the Contractor of his liability under the contract and bonds.

29. **CONFIDENTIAL DOCUMENTS & INFORMATION:** Do not submit confidential documents or documents of any type that contain trade secrets. All materials submitted become public records once opened and may be copied upon request to anybody including competitive bidders.

END OF SECTION

**SECTION 00 30 10
NONCOLLUSION AFFIDAVIT – FORM 1**

State of _____

BID Identification _____

CONTRACTOR _____ being first duly sworn, deposes and says that he is _____ (sole owner, a partner, president, secretary, etc.) of _____, the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or any one else to put in a sham BID, or that any one shall refrain from Bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statement contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons who have a partnership or other financial interest with said BIDDER in his general business.

Signed:

Subscribed and sworn to before

me this ___ day of _____, 20 ___.

Seal of Notary

**SECTION 00 30 20
NONCOLLUSION AFFIDAVIT – FORM 2**

STATE OF _____

COUNTY OF _____

I, _____, holding the title and position of _____ at the firm _____, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

AFFIANT

Subscribed and sworn to before me this _____ day of _____ 20__.

(Notary Public),

_____ County.

My commission expires _____ 20__

SECTION 00 30 30
AFFIDAVIT OF NON-DELINQUENCY OF REAL AND/OR
PERSONAL PROPERTY TAX

THIS SECTION SHOULD BE FULLY COMPLETED WHETHER OR NOT YOU AS A VENDOR/CONTRACTOR OWN PROPERTY IN WARREN COUNTY, OHIO. MAKING A FALSE STATEMENT ON THIS AFFIDAVIT MAY BE PUNISHABLE BY A FINE AND/OR IMPRISONMENT.

STATE OF _____)

SS:

COUNTY OF _____)

_____ being duly cautioned and sworn, states as follows:

1. That he/she is _____ of
(Title)

(Name of Contracting Party)

2. That _____ is not presently charged with any
(Name of Contracting Party)

delinquent Real and/or Personal property taxes on the general tax list of Real and/or Personal property of Warren County.

-OR-

1. That _____ is charged with delinquent Real and/or
(Name of Contracting Party)

Personal property tax on the general tax list of Real and/or Personal property of Warren County. The amount of delinquent Real and/or Personal property tax due and unpaid including any due and unpaid penalty and interest is:

\$ _____

Further, affiant states not.

Affiant

Sworn to and subscribed in my presence this ____ day of _____ 20__.

Notary Public

This instrument was prepared by _____.

Note to Fiscal Office: If any Real and/or Personal property taxes are delinquent, you must send a copy of this statement to the County Treasurer within 30 days of the date it is submitted.

**SECTION 00 30 40
FINDINGS FOR RECOVERY AFFIDAVIT**

STATE OF _____

COUNTY OF _____, SS:

_____, upon being duly cautioned and sworn, hereby states the following based on personal knowledge:

- 1) That he/she is _____ (title), of _____ (name of bidder) and authorized to execute this affidavit; and,
- 2) That _____ (name of bidder) is not a person or entity against whom a finding for recovery has been issued by the Auditor of State, which finding for recovery is unresolved as defined in Ohio Revised Code [General Provisions] Section 9.24 (B); and,
- 3) That _____ (name of bidder) does not appear in the database of unresolved findings of recovery maintained by the Auditor of State pursuant to Ohio Revised Code [General Provisions] Section 9.24 (D).

Affiant

Sworn to and subscribed in my presence this _____ day of _____, 20__.

Notary Public

My Commission expires: _____

SECTION 00 30 50
EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS, BID CONDITIONS,
NON-DISCRIMINATION, AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

Bidders shall submit a copy of a valid Certificate of Compliance issued by the State EEP Coordinator for Owner projects that received state or federal funding. The source of financing and funding for this project is specified in SECTION 00 20 00 – INSTRUCTION TO BIDDERS. Bidders may contact the State of Ohio, Department of Administrative Services, Equal Opportunity Division for information on how to apply online for a certification using the Ohio Business Gateway.

Every contract for or on behalf of the County for the construction, alteration, or repair of any public building or public work shall include an affidavit certifying the contractor complies with EEO requirements specified in Ohio Revised Code Section 153.59. In addition to the affidavit, all bidders agree to the following State of Ohio standard conditions of contract for construction:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, disability, Vietnam era Veteran status, ancestry or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, age, disability, Vietnam era Veteran status, ancestry or sex. Such action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, disability, Vietnam era Veteran status, ancestry or sex.
3. The Contractor agrees to fully cooperate with the County, the State Equal Employment Opportunity Coordinator and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the County, the State Equal Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.
4. Full cooperation as expressed in clause (3), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceedings involving questions of unlawful employment practices, furnishing all information requested by the County and the State Equal Employment Opportunity Coordinator, and permitting access to its books, records, and accounts by the County and the State Equal Employment

Opportunity Coordinator for purposes of investigation to ascertain compliance with applicable rules, regulations and orders.

5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further County construction contracts.
6. The Contractor will require the inclusion of language reflecting these same six covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations or orders of the State Equal Employment Opportunity Coordinator so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor or other party as a result of such direction by the County, the contractor may be requested to protect the interests of the County.

The bidder hereby adopts the foregoing covenants?

_____ Yes _____ No

PLEASE NOTE: The bidder's failure to adopt the Bidder's EEO Covenants, will cause the bidder's proposal to be rejected as being non-responsive.

CERTIFICATE OF COMPLIANCE NON-DISCRIMINATION AND EQUAL EMPLOYMENT
OPPORTUNITY AFFIDAVIT (CONTRACTOR)

STATE OF _____)

SS:

COUNTY OF _____)

_____ being first duly sworn, deposes and

says that he/she is _____ of _____

the party who made the foregoing proposal; that such party as bidder does not and shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, disability, Vietnam era Veteran status, ancestry or sex. If awarded the bid and contract under this proposal, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, color, religion, national origin, age, disability, Vietnam era Veteran status, ancestry or sex.. If successful as the lowest and best bidder under the foregoing proposal, this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment setting forth the provisions of this affidavit.

Furthermore, said party agrees to abide by the assurances found in Section 153.54 of the Ohio Revised Code in the Contract Provisions with the Owner if selected as the successful bidder by the Owner.

Signature

Affiant

Company/Corporation

Address

City/State/Zip Code

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

(seal) _____
Notary

CERTIFICATE OF COMPLIANCE NON-DISCRIMINATION AND EQUAL EMPLOYMENT
OPPORTUNITY AFFIDAVIT (SUB-CONTRACTOR)

STATE OF _____)

SS:

COUNTY OF _____)

_____ being first duly sworn, deposes and

says that he/she is _____ of _____

the party who made the foregoing proposal; that such party as bidder does not and shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, disability, Vietnam era Veteran status, ancestry or sex. If awarded the bid and contract under this proposal, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, color, religion, national origin, age, disability, Vietnam era Veteran status, ancestry or sex.. If successful as the lowest and best bidder under the foregoing proposal, this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment setting forth the provisions of this affidavit.

Furthermore, said party agrees to abide by the assurances found in Section 153.54 of the Ohio Revised Code in the Contract Provisions with the Owner if selected as the successful bidder by the Owner.

Signature

Affiant

Company/Corporation

Address

City/State/Zip Code

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

(seal) _____
Notary

SECTION 00 40 00
BONDING REQUIREMENTS

Bid guaranty, as required by Ohio Revised Code, Section 153.54, shall accompany each proposal submitted, as follows, either:

1. A Certified check, cashier's check, or letter of credit equal to ten (10) percent of the bid. A letter of credit may only be revocable by the Owner.

OR

2. A form of bid guaranty and contract bond (attached) for the full amount of the bid. Such bond is retained for the successful bidder, but returned to unsuccessful bidders after contract is executed.

Performance bond is required upon entering into a contract with the Owner for 100 percent of the contract price when the bid guaranty is a certified check, cashier's check, or letter of credit equal to ten percent. Otherwise the bid guaranty and contract bond shall secure the performance of the contract with a penal sum of 100% of the bid. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

SECTION 00 40 10
BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

(Insert full name or legal title of Contractor and Address)

as Principal and

(Insert full name or legal title of Surety)

as Surety, are hereby held and firmly bound unto the Warren County Board of Commissioners hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____ to undertake the project known as:

MORELAND ACRES WATER MAIN REPLACEMENT PROJECT

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee, In no case shall the penal sum exceed the amount of _____ DOLLARS, \$ _____. If this item is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates in dollars and cents. A percentage is not acceptable.

For the payment of the penal sum well and truly to be made we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect.

If the Obligee accepts the bid of the Principal and within TEN days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID PRINCIPAL SHALL well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract: we agreeing and assenting that this undertaking shall be for benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; THEN THIS OBLIGATION SHALL be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefor shall in any wise affect the obligations of said surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this _____ day of _____ 20____.

PRINCIPAL

SURETY

By: _____

By: _____

Attorney-in-fact

Title: _____

Surety Agent's Name and Address:

**SECTION 00 40 20
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

WARREN COUNTY OHIO, BOARD OF COMMISSIONERS
406 Justice Drive
Lebanon, OH 45036

hereinafter called OWNER, in the penal sum of _____ Dollars, \$(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

MORELAND ACRES WATER MAIN REPLACEMENT PROJECT

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the guaranty period(s), and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition of the terms of the contract or the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect

its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in counterparts, each one of which shall be deemed an original, this the _____ day of _____ 20__.

ATTEST:

(Principal)

(SEAL)

By _____

ATTEST:

(SEAL)

(Surety)

IMPORTANT: Pursuant to Ohio Revised Code §122.87(A) defines surety company as, “. . . a company that is authorized by the department of insurance to issue bonds as a surety”.

SECTION 00 50 10
EXPERIENCE STATEMENT

The Bidder is required to state in detail in the space provided below, what work they have completed of a character similar to that included in the proposed contract, to give references and such other detailed information as will enable the Owner to judge their responsibility, experience, skill and financial standing. Completion of this statement is required and must be submitted with the Bid in order to qualify for consideration for award of contract.

SUBMITTED FOR:

MORELAND ACRES WATER MAIN REPLACEMENT PROJECT

SUBMITTED BY:

Name: _____

(Print or Type Name of Bidder)
(A Corporation / A Partnership / An Individual)
[Bidder to strike out inapplicable terms.]

Address: _____

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

(Note: Attach Separate Sheets as Required)

1.0 How many years has your organization been in business as a construction contractor?

2.0 How many years has your organization been in business under its present name?

3.0 Has any construction contracts to which you have been a party been terminated by the owner; have you ever terminated work on a construction project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with a contract for which they furnished a bond on your behalf? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name, address, phone number, and contact person of owner, engineer, and surety, and name and date of project.

No _____ Yes _____, If yes, attach details described above.

10.0 List the states in which your organization is legally qualified to do business.

11.0 List name, address and telephone number of an individual who represents each of the following and whom OWNER may contact for a financial reference:

11.1 A surety:

Name _____

Contact _____

Address _____

_____ Phone No. _____

Financial Reference _____

11.2 A bank:

Name _____

Contact _____

Address _____

_____ Phone No. _____

Financial Reference _____

11.3 A major material supplier:

Name _____

Contact _____

Address _____

Phone No. _____

Financial Reference _____

12.0 Dated at _____ this ___ day of _____, 20__.

(Print or Type Name of Bidder)

By: _____

(Seal, if corporation)

------(Affidavit for Individual)-----

_____, being duly sworn, deposes and says that all of the foregoing qualification information is true, complete, and accurate.

------(Affidavit for Partnership)-----

_____, being duly sworn, deposes and says that he/she is a member of the partnership of _____ and that all of the foregoing qualification information is true, complete, and accurate.

------(Affidavit for Corporation)-----

_____, being duly sworn, deposes and says that he/she is _____ of _____, and that all of the (Full name of Corporation)

foregoing qualification information is true, complete, and accurate.

------(Affidavit for Joint Venture)-----

_____ and _____, being duly sworn, deposes and says that they are members of _____ (Full Name of Joint Venture)

, and that all of the foregoing qualification information is true, complete, and accurate.

------(Acknowledgment) -----

_____, being duly sworn, deposes and says that he/she is
of _____; that he/she is duly authorized to make the foregoing
(Name of Bidder)

affidavit and that he/she makes it on behalf of () himself/herself; () said partnership; ()
said corporation.

Sworn to before me this _____ day of _____, 20____, in the County
of _____, State of _____.

(Notary Public)

My commission expires _____

(Seal)

**SECTION 00 60 10
CONTRACT**

THIS AGREEMENT, made this _____ day of _____, 20____, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **CONTRACTOR NAME AND ADDRESS HERE** doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

MORELAND ACRES WATER MAIN REPLACEMENT PROJECT

hereinafter called the project, for the sum of **\$AMOUNT AND WRITE IT OUT HERE**, and all work in connection therewith, under the terms as stated in the General Conditions and Supplemental Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Contract Documents. "Contract Documents" means and includes the following:

- Addendum
- Division 00 – Contract Requirements
- Division 01 to 48 – Technical Specifications
- General Conditions
- Supplemental Conditions
- Any and All Bid Documents
- Construction Drawings

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and shall complete all work within the following requirements:

Substantial Completion: 90 Days from Notice to Proceed.

Final Completion: 120 Days from Notice to Proceed.

Any delays in substantial completion of the work that are within the control of the Contractor, their Subcontractor, or Supplier shall be subject to liquidated damages in the sum of \$200.00 for each consecutive calendar day that the project extends beyond the substantial completion deadline.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to the CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to the OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorneys fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants, or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care in providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants, or subconsultants that result in injury to persons or damage to property. for which the OWNER may be held legally liable.

The CONTRACTOR does hereby agree to indemnify and hold the OWNER harmless for any and all sums for which the OWNER may be required to pay or for which the OWNER may be held responsible for failure of the CONTRACTOR or any subcontractors to pay the prevailing wage upon this project.

The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Conditions and as amended in the Supplemental Conditions and in such amounts as required by the Contract Documents.

This Contract shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)

Shannon Jones, President

ATTEST:

David G. Young, Vice President

Name

Tom Grossmann

(Seal)

ATTEST:

CONTRACTOR NAME HERE
(Contractor)

By: _____
Name

Title

Approved as to Form:

Assistant Prosecutor

SECTION 00 70 10
WAGE RATE DETERMINATION

Prevailing wage rates for the State of Ohio apply to this project. Contractors and Subcontractor(s) shall conform to the State of Ohio Department of Labor requirements, guidelines, and laws. Included in this section is a list of the Ohio Prevailing Wage Rates available at the time of publication. It is the responsibility of the Contractor and Subcontractor(s) to verify the wage rates prior to bidding and throughout the project. A complete list of Ohio Prevailing Wage Rates is available at the Ohio Wage and Hour website or from the Ohio department of Commerce Wage and Hour Bureau.

SECTION 00 70 20
PERMITS

Contractor shall keep a copy of all permits at the project site throughout the duration of the work.

SECTION 00 70 30
STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

The Warren County Water and Sewer Department has adopted the Standard General Conditions of the Construction Contract prepared by the Engineers Joint Contract Documents Committee and issued and published by the American Consulting Engineers Council, the National Society of Professional Engineers, and the American Society of Civil Engineers. This document, contained herein, shall be made part of the Contract and shall be used during the performance of the work, except as modified by the following SECTION 00 80 10 Supplemental Conditions.

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 Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

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American Society of Civil Engineers
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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 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 EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

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's 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.A 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. The General Requirements pertain to all sections 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 in connection with the Work.

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. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *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.

39. *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.

40. *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.

41. *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.

42. *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.

43. *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.

44. *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.

45. *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.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *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 any Subcontractor.

49. *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.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *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.

52. *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 following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following 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 requirements of and information in the Contract Documents and conformance with the design concept of the completed 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 which 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*

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.

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 may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended 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, or Engineer, or any of, their Related Entities, 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 may discover 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 any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, 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 knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

- a. the provisions of any standard, specification, manual, code, or instruction (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 or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, 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 Engineer's consultants, including electronic media editions; or

2. reuse any of 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 prohibition 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. Copies of data furnished by Owner or Engineer to Contractor or 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 of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and
2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general 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 Related Entities 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 at or contiguous to the Site 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, Owner and Engineer, and any of their Related Entities 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.

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; 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: Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. Limited Reliance by Contractor on Technical Data

Authorized: Contractor may rely upon the general 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 Related Entities 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.

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 to Contractor written notice:

(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, 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 4.06G 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, 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 current 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 must be accompanied by a certified copy of the agent's authority to act.

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 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 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.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other 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, include as additional insured (subject to any customary exclu-

sion 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, 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 completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. 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);

6. 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

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. 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, 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 an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, 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 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 additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery 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, 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 an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with 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 additional insured 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 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 to be listed as insureds or additional insureds (and the officers, directors, 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 additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, 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 to be listed as insured or additional insured (and the officers, directors, 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, 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, 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 insureds, 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. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

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,

3) it has a proven record of performance and availability of responsive service; and

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 that 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 in 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 or not 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 or not 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;
- 4) and 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 either a Change Order for a substitute or 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

item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the 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 anything in the Contract Documents 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 an additional insured 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, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, 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, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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 primary 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, 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. 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. 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 , 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).

D. 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 acceptable 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*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

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 determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have 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.

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 Drawing's 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 Related Entities 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, 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 respective consultants, agents, officers, directors, partners, or employees 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, 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 via 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, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall 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 their work and will only cut or alter their 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 actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's 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 in respect of 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 in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in 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 in 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. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

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 and will not be changed without written consent of Owner and Engineer.

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 believe 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.

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.B.

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.

A. If notice 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) is required by the provisions of any bond to be given to a surety, 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 Time 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 include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

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 at the Site. 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, 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, expresses, 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 and 11.01.B.

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

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

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 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.

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 Paragraph 12.01.C.2.a 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 the Related Entities of each of them 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. All 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, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site 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 said 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, it must, if requested by Engineer, be uncovered 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 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 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 on the Site 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, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to 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. that 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 corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined 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.

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 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 will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue

a certificate of Substantial Completion 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.7;

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 or Owner's property might in any way be responsible 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 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 their 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 00 80 10
SUPPLEMENTAL CONDITIONS**

PART 1 GENERAL

1.1 GENERAL

- A. These Supplementary Conditions shall modify and supplement the Standard General Conditions of the Construction Contract (Section 00 70 30, EJCDC C-700), and shall govern whenever they conflict. All provisions which are not so amended or supplemented remain in full force and effect.

1.2 MODIFICATIONS TO ARTICLES OF THE GENERAL CONDITIONS

A. ARTICLE 1 – DEFINITIONS

1. Paragraph 1.01.A.19 is supplemented with the following: Where the term “Engineer” is used in the Specification for the approval of materials or work, it shall be understood to mean Warren County Water & Sewer. Contractor acknowledges that Engineer is a full-time employee appointed by Owner, and Engineer is not an independent third party, rather is a department of the governmental entity of Owner (Warren County Board of Commissioners) a political subdivision of Ohio.
2. Paragraph 1.01.A.29 is supplemented with the following: Whenever the term “Owner” is used in the Contract Documents, it shall refer to Warren County Board of Commissioners on behalf of Warren County Water & Sewer, or its authorized representative.

B. ARTICLE 2 – PRELIMINARY MATTERS

1. Paragraph 2.03 – Commencement of Contract Time: Notice to Proceed is amended as follows: Delete the last sentence.

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

1. Paragraph 4.06(G) shall be deleted.

D. ARTICLE 5 – BONDS AND INSURANCE

1. Paragraph 5.01.A – Amend the second sentence to read: “ ...These bonds shall remain in effect not less than 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”
2. Paragraph 5.01.D – Add the following paragraph:

“D. If the Contractor provided a certified or cashier’s check or letter of credit as Bid Security, he shall furnish a Performance Bond in an amount at least equal to 100% of the Contract Price as security for the faithful performance of this agreement.”

3. Paragraph 5.04.C – Add the following new paragraph immediately after 5.04.B:

“C. The Contractor shall, at his own expense, purchase and maintain the following minimum coverage:

1. Workers Compensation, for claims for bodily injury, sickness, disease or death as follows:
 - a. Coverage A Statutory Benefits as described by the applicable law.
 - b. Coverage B Employer’s Liability
 - i. \$500,000 Bodily Injury by Accident – each employee
 - ii. \$500,000 Bodily Injury by disease – each employee
 - iii. \$500,000 Bodily Injury by disease – policy limit

The Contractor shall provide a copy of a certificate of premium payment from the Industrial Commission and Bureau of Workers Compensation, State of Ohio, for the period of time specified during which construction commences and copies of renewal certificates for subsequent periods, so long as the project continues.

2. Comprehensive General Liability Coverage for Bodily Injury and Property Damage – occurrence form.

| | | |
|---|-------------|---|
| General Aggregate | \$2,000,000 | Each occurrence, combined single limit for Bodily Injury and Property Damager |
| Products – Completed Operations | \$1,000,000 | Each occurrence |
| Aggregate | \$2,000,000 | |
| Personal and Advertising Liability per Occurrence | \$1,000,000 | Combined Single Limit for Bodily Injury and Property Damager |

Coverage shall be extended to include the following:

- a. Per project and per location aggregate.
- b. Premises and operations coverage.
- c. Coverage for liability and independent contractors.
- d. Products and completed operations.
- e. Coverage for explosion, collapse and underground hazards.

- f. Stop-Gap Liability: All monopolistic states - \$1,000,000.
- g. Owner as additional insureds.
- h. Waiver of Subrogation against Owner
- i. 60-Day Notice of Cancellation or material change.

3. Comprehensive Automobile Liability Insurance – Occurrence Form

| | | |
|----------------|-------------|--|
| Any Automobile | \$1,000,000 | Bodily Injury and Property Damage, Combined Single Limit |
|----------------|-------------|--|

| | | |
|---------------------|-------------|--|
| Borrowed, Non-Owned | \$1,000,000 | Bodily Injury and Hired Automobile Property Damage, Combined Single Limit |
|---------------------|-------------|--|

Coverage shall be extended to include:

- a. Contractual liability for assumed liability.
- b. Owner as additional insureds.
- c. Waiver of Subrogation against Owner
- d. 60 Day Notice of Cancellation or material change.
- e. Motor Carrier Act Endorsement MCS-90
- f. Extra Wide/Extra Heavy Hauling Permit Endorsement

4. Any Umbrella Liability or Excess Liability Policy over primary comprehensive General and Automobile Liability shall be carried in a minimum amount of:

\$5,000,000 Each Occurrence
\$5,000,000 Aggregate

The Umbrella or Excess Policy shall be following the form of:

- a. Any Additional Insured under primary policy.
- b. Per project and per location aggregates.
- c. Explosion, Collapse, or Underground Hazards
- d. Stop-Gap Liability
- e. Waiver of Subrogation against Owner.
- f. Watercraft (when employed to perform the work).
- g. Aircraft (when employed to perform the work).
- h. 60-Day Notice of Cancellation or material change.

4. Paragraph 5.06 – *Property Insurance* – shall be DELETED in its entirety.

D. ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

1. Paragraph 6.01.A – After the first sentence add: “Contractor’s Work shall be performed according to the standards of care normally exercised by construction organizations within Ohio that are engaged in performing comparable services devoting such attention thereto and applying such skills as may be necessary to perform the work in accordance with the Contract Documents.”
2. Paragraph 6.02.C – Add a new paragraph as follows:
 - “C. If the Contractor does not perform the work in accordance with the Contractor’s construction schedule and the project construction schedule, and it becomes apparent that the work may not be completed within the contract times, the Contractor shall, at no additional cost to the Owner, as necessary to improve the Contractor’s progress: (a) increase the number of employees in such crafts as will regain lost scheduled progress; and (b) increase the number of working hours per shift, shifts per work day, working days per week, the amount of equipment, or any combination of the foregoing measures to regain lost scheduled progress. Contractor shall furnish such employees, materials, facilities, and equipment, and shall work such hours, including extra shifts, overtime operations, and Sundays and holidays, as may be necessary to insure the prosecution and completion of the work in accordance with the Contractor’s construction schedule and the project construction schedule.”
3. Paragraph 6.02.D – Add a new paragraph as follows:
 - “D. Contractor shall at all times maintain good discipline and order at the site. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. If the Owner deems any employee of the Contractor or a subcontractor unsatisfactory, the Contractor must transfer or require its subcontractor to transfer such employee from the project immediately.”
4. Paragraph 6.05(E) - shall be deleted.
5. Paragraph 6.08 – Replace this Paragraph with the following:
 - “A. Permit requirements are specified in Section 0020 00 – INSTRUCTIONS TO BIDDERS, and 00 70 20 – PERMITS.
6. Paragraph 6.10 – Taxes, is amended as follows:
 - “A. OWNER, being a public body, is exempt from taxes on material incorporated into the work. CONTRACTOR, therefore, is not

required to pay such materials taxes. The OWNER will provide the tax exemption forms. These forms are to contain all necessary information required by the State. CONTRACTOR shall be responsible for payment of any applicable commercial activity tax.

- B. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated to the Work.
- C. Contractor is specifically required to abide by all local tax requirements, if any, including income tax requirements to withhold at source. Contractor acknowledges that the Contract work may take place in various cities and taxing districts, and further acknowledges different tax burdens may be imposed by each. Contractor shall indemnify, defend, and hold Owner harmless for any federal, state, or local tax liabilities incurred as a result of Contractor performing the Work."

- 6. Paragraphs 6.13 and 6.14 – Safety and Protection, are supplemented with the following: "All construction work under this Agreement is subject to Chapter XVII of Title 29, Code of Federal Regulations (CFR) Part 1926 (formerly Chapter XVII of Title 29, Part 1518) titled, "Safety and Health Regulations for Construction" and subsequent amendments."

E. ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

- 1. Paragraph 9.01 – Add the following sentence: The parties acknowledge and agree that ENGINEER is a full time employee of OWNER and is not an independent third party, however, ENGINEER shall perform any duties under this agreement in good faith and adhere to a standard of professional care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

F. ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

- 1. Paragraph 10.03.A.4 – Add the following paragraph:
 - “4. In no event is the Contractor entitled to reserve any rights or take other similar action with respect to a change order if the effect or intent of such reservation or action would be to accommodate a further adjustment in the contract times, contract price, or both, after the Contractor executes the change order. By executing a change order, the Contractor irrevocably certifies that the elements of the change order described are completely satisfied and waives all rights to seek further adjustment of the contract times, contract price, or both, at a later date with respect to the associated change in the work.”

E. ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

1. Paragraph 11.01(A)(3) – Amend the Second Sentence as follows: DELETE the phrase “If required by Owner”. Add Sentence OWNER requires CONTRACTOR to competitively bid work from subcontractors.

2. Paragraph 11.01(D) Add the following Sentence: This agreement shall be subject to open book pricing, CONTRACTOR shall make any all bids, invoices, receipts, any and all documentation for expenses and costs available for inspection by OWNER immediately upon request.

Paragraph 11.01.B.1 – Add project manager and project executive to the list of excluded compensation and payroll costs.

E. ARTICLE 12 – CHANGE OF CONTRACT PRICE, CHANGE OF CONTRACT TIMES

1. Paragraph 12.01.C.2.e – Add the following to the end of paragraph 12.01.C.2.e: “Any change that results in a net decrease in cost shall include the appropriate overhead and profit added thereto calculated as set forth in ARTICLE 12 of the General Conditions.”

2. Paragraph 12.01.D – Insert new paragraph as follows: “D. In no event shall Contractor be entitled to any increase in the Contract Price on account of any adverse weather.”

3. Paragraph 12.02.B – Replace Paragraph 12.02.B with the following:

“B. If the Contractor wishes to make a claim for an increase in contract times, prompt written notice as provided herein shall be given. The Contractor’s claim shall include an estimate of cost and of probable effect of delay on progress of the work, a detailed schedule which indentifies the critical portions of the work impacted by the delaying event and the dates of such impact, and a statement from Contractor that the increase requested is the entire increase in the contract time associated with the claim. The failure to provide such information and statement within the time period established in Paragraph 10.05.B shall constitute an irrevocable waiver of the claim. In the case of a continuing delay occurring on consecutive days, only one claim is necessary, provided, however, that within ten (10) days of the cessation of the cause of the continuing delay, the Contractor shall notify the Owner in writing that the cause of the delay has ceased. The failure to give notice of the cessation of the cause of the continuing delay shall constitute an irrevocable waiver of any claim based upon the continuing delay.”

4. Add the following paragraph as Paragraph 12.02.C:

“In addition to the requirements of Paragraph 12.02.B, if adverse weather conditions are the basis for a claim for additional time, the contractor shall

support such claim with data acceptable to the Owner and Engineer that substantiates that weather conditions were significantly abnormal for the period of time and could not have reasonably been anticipated and that weather conditions had an adverse effect on a critical element of the scheduled construction. Notwithstanding any other provisions of the Contract Documents to the contrary, the project times will not be adjusted on account of the impact of an normal adverse weather or any of the work or on account of the impact of any abnormal adverse weather on non-critical elements of the work. The support for the evaluation of all adverse-weather claims resulting in lost work days shall be based upon criteria as provided for in the State of Ohio Department of Transportation (ODOT) Construction and Material Specifications dated January 1, 2013. ODOT Specification 108.06.C lists the number of days that the Contractor may expect to be lost due to weather as follows:

| Month | Number of Days Lost Due to Weather |
|--------------|---|
| January | 8 |
| February | 8 |
| March | 7 |
| April | 6 |
| May | 5 |
| June | 5 |
| July | 4 |
| August | 4 |
| September | 5 |
| October | 6 |
| November | 6 |
| December | 6 |

5. Paragraph 12.03.F – Add new paragraph as follows:

“F. Any proposed time extensions for delays requested because of abnormal weather conditions shall be subject to Paragraph 12.02.C.”

6. Paragraph 12.03.G. – Add new paragraph as follows:

“G. Delays beyond the substantial completion date attributable to and within the control of the Contractor, their Subcontractor, or Supplier shall be subject to liquidated damages in the amounts specified in SECTION 00 60 10 – CONTRACT.”

F. ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

1. Paragraph 15.01.A. – Delete the sentence that states: “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.

REPLACE the above sentence with the following: Contractor shall be granted an extension of the Contract Times directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

2. Paragraph 15.03.A(3) – shall be DELETED in its entirety.

G. ARTICLE 14 – PAYMENT TO CONTRACTOR AND COMPLETION

1. Add new Paragraph 14.02.A.4 as follows:

“4. In accordance with ORC Section 153.12 partial payments to the Contractor for labor performed under either a unit or lump sum price contract shall be made at the rate of ninety-two per cent of the estimates prepared by the Contractor and approved by the Engineer. All labor performed after the job is fifty percent completed shall be paid for at the rate of one hundred per cent of the estimates submitted by the Contractor and approved by the Engineer. A Contract shall be considered 50 percent complete when the Contractor has been paid an amount equal to 50 percent of the total cost of the labor of the Contract and 50 percent of the total cost of the material of the Contract.

All materials furnished and delivered but not actually included in the construction and approved by the Owner, after the work under this contract is 50 percent complete, shall be paid for at the rate of 92 percent of the invoiced value of the materials. The balance of such estimates shall be paid when the material is incorporated into and becomes a part of the building construction.

When the major portion of the project is substantially completed and occupied, or in use, or otherwise accepted, and there exists no other reason to withhold retainage, the retained percentages held in connection with such portion shall be released and paid to the contractor, withholding only that amount necessary to assure completion.

All retained payments shall be deposited into an escrow account at the 1st National Bank, 1160 E. Main Street, Lebanon Ohio (513) 932-3221, Contact: Gail Haines. The Contractor may waive their right to deposit the payments in an escrow account by written request to the Owner. Retained payments not deposited into an escrow account will be held by the Owner for future payment to the Contractor.”

2. Amend Paragraph 14.02.C to read: “Thirty days after presentation”

G. ARTICLE 16 – DISPUTE RESOLUTION

1. Delete Paragraphs 16.01.A, 16.01.B, and 16.01.C and replace with the following:

“1. This Contract shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.”

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 11 00

SUMMARY OF WORK

PART 1 – GENERAL

1.1 LOCATION OF WORK

- A. The work for this contract is located in Franklin Township, Warren County, Ohio and consists of the installation of approximately 3,500 feet of 6” ductile iron water main and 285 feet of 4” ductile iron water main along Morland Dive, Jeff Drive and Celeste Dive.
- B. Specific location of the Project is indicated in the location map on Project Cover Sheet.
- C. Access to the site can be gained by contacting the Warren County Water & Sewer Department, Project Manager, Kathryn Gilbert at (513) 695-1645.

1.2 GENERAL

- A. The Contractor shall furnish all labor, materials, equipment, tool, services, and incidentals to complete all work required by these Specifications and as shown on the Drawings.
- B. The Contractor shall complete the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements, and restoration required as a result of construction of the work.
- C. All materials, equipment, skills, tools, and labor, which is reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the Contractor without additional compensation, whether specifically indicated in the Contract Documents or not.
- D. The Contractor shall comply with all municipal, county, state, federal, and other codes, which are applicable to the proposed construction work.

1.3 SCOPE OF WORK

- A. Furnish all labor, materials, equipment, and incidentals required for construction of the project in its entirety as shown on the Drawings and specified herein.
- B. General construction work includes all work shown on the contract drawings and specifications, including, but is not limited to, the following:
 - 1. Site work including earthwork, dewatering, piping, paving, and restoration.

1.4 WORK SEQUENCE

- A. General sequencing of Work shall be discussed in the Pre-Construction Meeting.

1.5 CONTRACTOR'S USE OF PREMISES

- A. Contractor shall limit the use of the premises for his/her Work and for storage to allow for:
 - 1. Work by other contractors.
 - 2. Owner occupancy.
- B. Coordinate the use of premises with Owner.
- C. Contractor shall assume full responsibility for security of all his/her and his/her subcontractors' materials and equipment stored on the site.
- D. If directed by the Engineer or Owner, move any stored items, which interfere with operation of Owner or other contractors.
- E. Obtain and pay for use of additional storage or work areas if needed to perform the Work.

1.6 PLANS AND SPECIFICATIONS

- A. The General Conditions Section (No. 00 70 00) and The Supplementary Conditions Section (No. 00 80 10) contain the General Requirements which govern the work. The technical specifications consist of three parts: General, Products, and Execution. Products and Execution modify and supplement these by detailed requirements of the work and shall always govern whenever there appears to be a conflict.

1.7 WORK BY OWNER

- A. Owner will perform the following activities in connection with the Work:
 - 1. Operation of all existing valves, gates, pumps, equipment, and appurtenances that will affect Owner's operation, unless specified otherwise.

1.8 EASEMENTS AND RIGHT-OF-WAY

- A. Easements and rights-of-way will be provided by Owner. Confine construction operations within Owner's property, public rights-of-way, and easements obtained by owner and the limits shown. Use care in placing construction tools, equipment, excavated materials, and products to be incorporated into the Work to avoid damage to property and interference with traffic. Do not enter private property outside the construction limits without permission from the Owner of the property.

B. On Private Property:

1. General limits of easements are shown on Drawings.

C. Within Road and Highway Right-of-Way:

1. Permits will be obtained by Owner, other work permits to be obtained by Contractor. All work performed and all operations of Contractor and Subcontractors within the limits of the roadway and highway rights-of-ways shall conform to requirements of road or highway authority owner and applicable work permits, or authority having jurisdiction over right-of-way.

1.9 NOTICES TO OWNERS AND AUTHORITIES OF PROPERTIES ADJACENT TO OR SIGNIFICANTLY IMPACTED BY THE WORK

- A. Notify owners of adjacent property and utilities when performance of the Work may affect their property, facilities, or use of property.
- B. When it is necessary to temporarily obstruct access to property, or when utility service connection will be interrupted, provide notices sufficiently in advance to enable affected persons to provide their needs. Conform notices to applicable local ordinance and, whether delivered orally or in writing, include appropriate information concerning the interruption and instructions on how to limit inconvenience caused thereby.
- C. Utilities and other concerned agencies shall be notified at least 48 hours prior to cutting or closing streets or other traffic areas or excavating near underground utilities or pole lines

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not. Used.

END OF SECTION

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SECTION 01 26 27

CHANGE ORDER PROCEDURES

PART 1 – GENERAL

1.1 CHANGE TO CONTRACT

- A. If the Contractor must undertake additional work occurring after the execution of the Contract, the Contractor, prior to the start of additional work, shall issue a change order request setting forth the additional work that must be undertaken and requesting authorization for additional cost. Any change order issued during the work shall not invalidate the Contract. The cost of such a change order shall be the contractor's actual costs including wages, labor costs other than wages, wage taxes, materials, equipment costs and rentals, insurance, and subcontracts attributable to the additional activity, plus an overhead and profit fee.
 - 1. An overhead and profit fee of 15% shall be permitted for all payroll costs for employees in the direct employment of the Contractor and for all materials and equipment furnished and incorporated into change order work.
 - 2. An overhead and profit fee of 5% shall be permitted for all change order work performed by subcontractors.

- B. Contractor shall not perform work outside of the Contract without written authorization. Should disputes regarding change order work arise between the Contractor and Owner that cannot be amiably resolved, the venue for any disputes hereunder shall be the Warren County Court of Common Pleas.

1.2 REQUIREMENTS INCLUDED

- A. Promptly implement change order procedures.
 - 1. Provide full written data required to evaluate changes.
 - 2. Maintain detailed records of work done on a time-and-material/force account basis.
 - 3. Provide full documentation to Engineer on request.

- B. Designate in writing the member of Contractor's organization:
 - 1. Who is authorized to accept changes in the work?
 - 2. Who is responsible for informing others in the Contractor's employment of the authorization of changes in the work?

- C. Owner will designate in writing the person who is authorized to execute Change Orders.

1.3 RELATED REQUIREMENTS

- A. Standard General Conditions of the Construction Contract are included in Section 00700.

1.4 PRELIMINARY PROCEDURES

- A. Owner may initiate changes by submitting a Request for Proposal (RFP) to Contractor. Request will include:
 - 1. Detailed description of the Change, Products and location of the change in the project.
 - 2. Supplementary or revised Drawings and Specifications.
 - 3. The projected time span for making the change and a specific statement as to whether overtime work is, or is not, authorized.
 - 4. A specific period of time during which the requested price will be considered valid.
 - 5. Such request is for information only and is not an instruction to execute the changes, nor to stop work in progress.

- B. Contractor may initiate changes by submitting a written notice to Owner, containing:
 - 1. Description of the proposed changes.
 - 2. Statement of the reason for making the changes.
 - 3. Statement of the effect on the Contract Sum and the Contract Time.
 - 4. Statement of the effect on the work of separate Contractors.
 - 5. Documentation supporting any change in Contract Sum or Contract Time, as appropriate.

1.5 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support each quotation for a lump sum proposal and for each unit price which has not previously been established, with sufficient substantiating data to allow Owner to evaluate the quotation.

- B. On request, provide additional data to support time and cost computations
 - 1. Labor required.
 - 2. Equipment required.
 - 3. Products required.
 - a. Recommended source of purchase and unit cost.
 - b. Quantities required.
 - 4. Taxes, insurance and bonds.
 - 5. Credit for work deleted from Contract, similarly documented.
 - 6. Overhead and profit.
 - 7. Justifications for any change in Contract Time.

- C. Support each claim for additional costs and for work done on a time-and-material/force account basis, with documentation as required for a lump sum proposal, plus additional information.

1. Name of the Owner's authorized agent who ordered the work and date of the order.
2. Dates and times work was performed and by whom.
3. Time record, summary of hours worked, and hourly rates paid.
4. Receipts and invoices for:
 - a. Equipment used, listing dates and times of use.
 - b. Products used, listing of quantities.
 - c. Subcontracts.

1.6 PREPARATION OF CHANGE ORDERS

- A. Owner will prepare each Change Order.
- B. Change Order will describe changes in the work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.
- C. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.

1.7 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. Periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of work, and to record the adjusted Contract Sum.
- B. Periodically revise the Construction Schedule to reflect each change in Contract Time.
 1. Revise subschedules to show changes for other items of work affected by changes.
- C. Upon completion of work under a Change Order, enter pertinent changes in Record Documents.

PART 2 –PRODUCTS

Not Used.

PART 3 –EXECUTION

Not Used.

END OF SECTION

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SECTION 01 29 76

PAYMENT PROCEDURES

PART 1 – GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Submit Applications for Payment to the Owner in accordance with the project schedule contained in the Contract between the Owner and Contractor.
- B. The Contractor shall submit a Schedule of Values to be used as the basis for the Contractor's Application for Payment.

1.2 SUBMITTALS

- A. Submit to the Owner applications with itemized data typed on 8-½-in by 11-in paper.
- B. Provide itemized data on continuation sheet.
 - 1. The Schedule of Values format, line items and monetary values shall be reviewed and approved by the Owner.

1.3 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

A. Application Form

- 1. Partial payment to the Contractor for work performed under a lump sum project shall be based on a schedule prepared by the Contractor and approved by the Owner who shall apportion the lump sum price to the major components entering into or forming a part of the work under the lump sum price.
- 2. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
- 3. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
- 4. Execute certification with signature of a responsible officer of Contract firm.

B. Continuation Sheets

- 1. Fill in total list of all scheduled component items of Work, with item number and scheduled dollar value for each item.
- 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored.
 - a. Round off values to nearest dollar, or as specified for Schedule of Values.
- 3. List each Change Order executed prior to date of submission, at the end of the continuation sheets.
 - a. List by Change Order Number and description, as for an original component item of work.

4. To receive approval for payment on component material stored on site, submit copies of the original paid invoices with the application for payment.

C. Prevailing Wage and Subcontractor Payments

1. Prior to the first pay request the Contractor shall submit completed Prevailing Wage Notification to Employee Forms for all employees that will work under the Contract.
2. Each pay request shall be accompanied by a notarized Affidavit of Compliance certifying that the Contractor has complied with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code and that no rebates or deductions have been or will be made, directly or indirectly from any wages paid in connection with this project, other than those provided by law.
3. Each pay request shall be accompanied by certified weekly payroll reports documenting the number of hours worked by employee, net pay, tax withholdings, and other deducted amounts provided by law.
4. 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 to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

D. Retainage

1. In accordance with ORC Section 153.12 partial payments to the Contractor for labor performed under either a unit or lump sum price contract shall be made at the rate of ninety-two per cent of the estimates prepared by the Contractor and approved by the Engineer. All labor performed after the job is fifty per cent completed shall be paid for at the rate of one hundred per cent of the estimates submitted by the Contractor and approved by the Engineer.
2. When the major portion of the project is substantially completed and occupied, or in use, or otherwise accepted, and there exists no other reason to withhold retainage, the retained percentages held in connection with such portion shall be released and paid to the contractor, withholding only that amount necessary to assure completion.

1.4 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When the Owner requires substantiating data, submit suitable information, with a cover letter identifying.
1. Project
 2. Application number and date.
 3. Detailed list of enclosures.
 4. For stored products:
 - a. Item number and identification as shown on application.
 - b. Description of specific material.

1.5 SUBMITTAL PROCEDURE

- A. Submit Applications for Payment to the Owner at the times stipulated in the Agreement.
- B. Number: Two copies of each Application.
- C. When the Owner finds Application properly completed and correct, he/she will transmit certificate for payment to Owner, with copy to Contractor.

PART 2 –PRODUCTS

Not Used.

PART 3 –EXECUTION

Not Used.

END OF SECTION

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SECTION 01 31 00

COORDINATION

PART 1 – GENERAL

1.1 UTILITIES

- A. Coordinate Work with various utilities within Project limits in accordance with Section 00700.
- B. Ohio Utilities Protection Service
 - 1. Telephone: 1-800-362-2764
 - 2. Notify at least 48 hours in advance of any construction.

1.2 PROJECT MEETINGS

- A. Preconstruction Conference:
 - 1. To be held at Warren County Water & Sewer Department.
 - 2. Contractor shall provide to the Owner the following items at or before the Preconstruction Conference:
 - a. List and contact information of Subcontractors
 - b. Schedule of Values
 - c. Preliminary Project Schedule
 - d. Prevailing Wage Employee Notification Forms
 - 3. Contractor shall be prepared to discuss the following subjects, as a minimum:
 - a. Status of Bonds and Insurance.
 - b. Sequencing of critical path work items.
 - c. Project changes and clarification procedures.
 - d. Use of site, access, office and storage areas, security and temporary facilities.
 - e. Major product delivery and priorities.
 - f. Contractor's safety plan and representative.
 - 4. Attendees may include but not limited to:
 - a. Owner.
 - b. Contractor's office representative.
 - c. Contractor's resident superintendent.
 - d. Subcontractors' representatives whom Contractor may desire or Engineer may request to attend.
 - e. Others as appropriate.

1.3 OWNER'S OCCUPANCY REQUIREMENTS

- A. Owner shall occupy the premises during the entire Contract period to conduct its normal operations. Cooperate with Owner in all operations to minimize conflict and to facilitate Owner usage.

1.4 OWNER'S FACILITIES

A. Operation and Shutdown of Existing Facilities:

1. The operation of any County owned valves or County owned equipment is strictly prohibited. Valves and County owned equipment shall only be operated by County personnel. For safety purposes, lock-out/tag-out procedures shall be followed for all valves isolating the tank.
2. All work shall be limited to weekdays, excluding County recognized holidays, and shall occur between the hours of 8:00 AM to 5:00 PM. Work conducted outside of regular hours shall occur only with prior written consent of Owner and shall only be approved to meet the project schedule and/or to avoid undesirable weather conditions.
3. Do not proceed with Work affecting the operation without obtaining the Owner's advance approval of the need for and duration of such Work.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

END OF SECTION

SECTION 01 31 19

PRECONSTRUCTION MEETING

PART 1 – GENERAL

1.1 DESCRIPTON

- A. A pre-construction meeting will be held for the Project. Contractor shall attend the conference prepared to discuss all items on the agenda. The representatives present for each party shall be authorized to act on their behalf.
- B. Purpose of the meeting is to designate responsible personnel, establish working relationships, and establish administrative provisions for the Project. Matters requiring coordination will be discussed and procedures for handling such matters will be established.
- C. Date, Time and Location: Meeting will be held after execution of the Contract and before Work starts at the Site. Engineer/Owner will determine the date, time, and location of the meeting and advise the interested and involved parties.
- D. Engineer/Owner will distribute an agenda, preside at the meeting, and prepare and distribute meeting minutes to all meeting participants and others as requested.
- E. Contractor shall provide data required and contribute appropriate items for discussion. Unless previously submitted to Engineer, Contractor shall bring to the meeting a draft of each of the following:
 - 1. Progress Schedule.
 - 2. List of required Shop Drawings and submittals
 - 3. Schedule of Values.
 - 4. Contractor's Site-specific health and safety plan.
 - 5. List of emergency contact information.

1.2 REQUIRED ATTENDANCE

- A. Meeting shall be attended by CONTRACTOR'S project manager, Site superintendent, and major SubContractors and major equipment Suppliers, as Contractor deems appropriate.
- B. Other attendees will be representatives of:
 - 1. Owner.
 - 2. Engineer
 - 3. Governmental agencies having control or responsibility, if available.
 - 4. Utility companies.
 - 5. Others as requested by Owner, Contractor, or Engineer.

1.3 AGENDA

- A. Agenda: A complete agenda will be furnished to Contractor prior to the conference. However, Contractor shall be prepared to discuss the following:
1. Designation of responsible personnel.
 2. Communications and correspondence.
 3. Coordination with other Contractors.
 4. Emergency contact information.
 5. Review of scope of Work.
 6. Review of Contract Times, Milestones, and completion dates.
 7. SubContractors.
 8. Progress Schedule.
 9. Schedule of Values.
 10. Project coordination and coordination with Owner's operations.
 11. Progress meetings.
 12. Submittals and Shop Drawings: processing and schedule of submittals.
 13. Substitutions.
 14. Owner's tax-exempt status.
 15. Payments, retainage, payrolls, and Substantial Completion.
 16. Processing of Field Orders and Change Order.
 17. Use of premises, security, housekeeping, safety, Contractor's Responsibility for safety and first aid procedures, Site access.
 18. Field offices, trailers, and temporary facilities.
 19. Storage of materials.
 20. Construction photographs.
 21. Record drawings.
 22. Clarifications.
 23. Requirements for copies of Contract Documents and availability.
 24. Contractor correction period.
 25. Layouts and surveys.
 26. Hours of Work and overtime.
 27. Restoration.
 28. Permits.
 29. Insurance in force.
 30. Financing.

31. Disposal of demolition materials.
32. Next meeting.
33. General discussion and questions.
34. Site visit if required.

PART 2 – PRODCUTUS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

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SECTION 01 33 00

SUBMITTALS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specifications, apply to this section.

1.2 SUMMARY

- A. This Section specifies the general methods and requirements of submissions applicable to Shop Drawings, Product Data, Samples, Mock Ups, and Schedules. Additional general submission requirements are contained in Paragraphs 6.24 and 6.25 of the General Conditions. Detailed submittal requirements are specified in the technical Sections.
- B. All submittals shall be clearly identified by reference to Section Number, Paragraph, Drawing Number or Detail as applicable. Submittals shall be clear and legible and of sufficient size for presentation of data.

1.3 SHOP DRAWINGS, PRODUCT DATA, SAMPLES

A. Shop Drawings

1. Contractor shall submit complete information by each specification section. A complete submittal shall include all items listed under the submittal heading for each specification section.
2. Shop drawings as specified in individual Sections shall include, but is not limited to, manufacture data, drawings, and technical data sheets; color charts and samples; manufacture instructions; warranties; applicator and employee experience and certifications; scheduled in information; actual shop work manufacturing instructions; custom templates; coordination drawings; individual system or equipment inspection and test reports; including performance curves and certifications; as applicable to the work.
3. All submittals shall be by the General Contractor. Information prepared by subcontractors shall be sent directly to the General Contractor for checking and submission.
4. Check all shop drawings regarding measurements, size of members, materials and details to make sure that they conform to the intent of the Drawings and related Sections. Return shop drawings found to be inaccurate or otherwise in error to the subcontractors for correction before submission thereof.
5. All details on shop drawings shall show clearly the relation of the various parts to the main members and lines of the structure and where correct fabrication of the work depends upon field measurements, such measurements shall be made and noted on the drawings before being submitted.

B. Product Data

1. Product data as specified in individual Sections include, standard prepared data for manufactured products (sometimes referred to as catalog data), such as the manufacturer's product specification and installation instructions, availability of colors and patterns, manufacturer's printed statements of compliances and applicability, roughing in diagrams and templates, catalog cuts, product photographs, standard wiring diagrams, printed performance curves and operational range diagrams, production or quality control inspection and test reports and certifications, mill reports, product operating and maintenance instructions and recommended spare parts listing and printed product warranties, as applicable to the work.

C. Samples

1. Samples specified in individual Sections include, physical examples of the work such as sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively used products, color/texture/pattern swatches and range sets, specimens for coordination of visual effect, graphic symbols and units of work to be used by the Owner for independent inspection and testing, as applicable to the work.

1.4 CONTRACTOR'S RESPONSIBILITIES

- A. Review shop drawings, product data and samples, including those by subcontractors, prior to submission to determine and verify the following:
 1. Field measurements
 2. Filed construction criteria.
 3. Catalog numbers and similar data.
 4. Conformance with related Sections.
- B. Notify the Owner in writing, at the time of submittal, of any deviations in the submittals from the requirements of the Contract Documents.
- C. The review and approval of shop drawings, samples or product data by the Owner shall not relieve the Contractor from the responsibility for the fulfillment of the terms of the Contract. All risks of error and omission are assumed by the Contractor and the Owner will have no responsibility therefore.
- D. No portion of the work requiring a shop drawing, sample, or product data shall be started nor shall any materials be fabricated or installed prior to the approval or qualified approval of such item. Fabrication performed, materials purchased or on site construction accomplished which does not conform to approved shop drawings and data shall be at the Contractor's risk. The Owner will not be liable for any expense or delay due to corrections or remedies required to accomplish conformity.
- E. Project work, materials, fabrication, and installation shall conform with approved shop drawings, applicable samples, and product data.

1.5 SUBMITTAL PROCEDURES

A. Submittal Schedule:

1. Prepare and submit a Submittal schedule that identifies the following for each Submittal:
 - a. Submittal Number
 - b. Submittal Description
 - c. Projected date Submittal will be submitted.

B. Submittal Identification Numbering – The Contractor shall utilize an 8-character submittal identification numbering Format SSSSS-NN-V in the following manner:

1. SSSSS shall be the applicable Section Number.
2. NN shall be the number 01 to 99 to sequentially number each initial separate item or drawing submitted under each specific Section Number.
3. V, the last character shall be a letter, A to Z, indicating the submission, or resubmission of the same Drawing, i.e., “A”=1st submission, “B”=2nd submission, “C”=3rd submission, etc. A typical submittal number would be as follows:

03 30 00 – 08 – B

03 30 00 = Section for Concrete

08 = The eighth initial submittal under this section

B = The second submission (first resubmission) of that particular shop drawing

C. Delivery Method:

1. Submittals may be delivered as paper copies or electronic files at Contractor’s option.
2. Advise Engineer of delivery method to be used at the preconstruction meeting.
3. Paper Copies:
 - a. Unless otherwise indicated, submit 2 copies of each Submittal.
 - b. One copy of each Action Submittal will be returned to Contractor.
 - c. Extra copies submitted by Contractor will be discarded.
4. Electronic Files:
 - a. Unless otherwise indicated, submit 1 copy of each Submittal in PDF format.
 - b. Scanned Submittals shall be produced in such a way as to not compromise the graphic quality or accuracy of scale, where applicable; and text shall be searchable.
 - c. One copy of each Action Submittal will be returned to the Contractor.
 - d. Submittals may be transmitted via electronic mail (e-mail) or on a CD or DVD. Submittals that are transmitted electronically may be returned electronically at the Engineer’s discretion.
5. Transmit Submittals to party and address identified by Engineer at preconstruction meeting.

- D. Coordination and Timing: Coordinate preparation and processing of Submittals with performance of construction activities. Contractor is responsible for cost of delays caused by lack of coordination or tardiness of Submittals. Incomplete submittals will be rejected.
1. Coordinate each Submittal with fabrication, purchasing, testing, delivery, other Submittals, and related activities that require sequential activity.
 2. Coordinate transmittal of different types of Submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Engineer reserves the right to withhold action on a Submittal requiring coordination with other Submittals until related Submittals are received.
- E. Processing Time: Allow 15 full working days for Engineer to review each Submittal, including Resubmittals. Time for review shall commence on Engineer's receipt of Submittal. No extension of the Contract Time will be authorized because of failure to transmit Submittals enough in advance of the Work to permit processing, including Resubmittals. Engineer will advise Contractor when a Submittal being processed must be delayed for coordination.
- F. Identification: Place a permanent label on each Submittal or generate a separate cover sheet.
1. Indicate the name of firm or entity that prepared Submittal.
 2. Provide space to record Contractor's review and approval markings and action taken by Engineer.
 3. Include the following information:
 - a. Project Name.
 - b. Date
 - c. Name and address of Engineer.
 - d. Name and address of Contractor.
 - e. Name and address of Subcontractor(s).
 - f. Name and address of Supplier(s).
 - g. Name of Manufacturer.
 - h. Submittal Number (as specified in article 1.4.B of this Section)
 - i. Drawing Number and detail references, as applicable.
 - j. Location(s) where product is to be installed, as applicable.
 - k. Other necessary identification
- G. Deviations: Encircle or otherwise specifically identify deviations from the Contract Documents on Submittals. Submittals that include deviations that are not identified may be rejected. Engineer may or may not consider deviations. Deviations are not substitutions.
- H. Transmittal: Package each Submittal individually and appropriately for transmittal and handling. Transmit each Submittal using a transmittal form. Engineer will reject Submittal(s) received from sources other than Contractor.

- I. Resubmittals: Make Resubmittals in same form and number of copies as initial Submittal.
 - 1. Note date and content of previous Submittal.
 - 2. Clearly identify additions and revisions.
 - 3. Resubmit Submittals until they are marked, “Approved” or “Approved with Changes Noted.”
- J. Distribution: Furnish copies of Submittals with mark indicating “Approved” or “Approved with Changes Noted” to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities.
- K. Use for Construction: Unless otherwise indicated by Engineer, use only Submittals with mark indicating, “Approved” or “Approved with Changes Noted.”

PART 2 – PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit project specific Action Submittals required by individual Specification Sections. Do not use highlighting that would not be reproducible.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale where appropriate. Scale shall be sufficiently large to indicate pertinent features of the item and its methods of connection to the Work.
 - 1. Preparation: Fully illustrate requirements of the Contract Documents. Including the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Colors and materials as applicable.
 - e. Roughing-in and setting diagrams.
 - f. Wiring diagrams showing field-installed wiring, including power, signal, control, and communication wiring. Differentiate between Manufacturer-installed and field-installed wiring.
 - g. Manufacturing instructions
 - h. Templates and patterns.
 - i. Schedules.
 - j. Calculations.
 - k. Compliance with specified standards.
 - l. Notation of coordination requirements.
 - m. Notation of dimensions established by field measurement.
 - n. Relationship to adjoining construction clearly indicated.

2. Sheet Size: Submit Shop Drawings on sheets at least 8-1/2-inches by 11-inches but no larger than 36- inches by 48-inches.
 3. Maintain copy of returned Submittal for Project records.
- C. Product Data: Collect information into a single Submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for Submittal because standard printed data are not suitable for use, submit as Shop Drawings and, not as Product Data.
 2. Mark each copy of each Submittal to indicate which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Color charts as required by individual Specification Sections.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operation and maintenance manuals.
 - k. Compliance with specified reference standards.
 - l. Testing by recognized testing agency.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.
 4. Submit Product Data before or concurrent with Samples.
 5. Maintain copy of returned Submittal for Project Records.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements, and for a comparison of these characteristics between Submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components, such as accessories, together in one Submittal package.
 2. Identification: On unexposed side of Samples, attach label that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of Manufacturer
 - c. Sample source
 - d. Number and title of appropriate Specification Section.
 3. Samples from Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner

specified, physically identical with material or product proposed for use, and that show full range of color and texture variations expected.

4. Samples include, but are not limited to, the following: Partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
5. Number of Samples: Unless otherwise indicated, submit 2 sets of Samples. Engineer will retain 1 Sample Set; remainder will be returned.
 - a. Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - b. If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
6. Disposition: Maintain sets of approved Samples at Site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used by Engineer to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples shall be in an undamaged condition at the time of Substantial Completion.
 - b. Samples not incorporated into the Work, or otherwise designated to become Owner's property, are the property of the Contractor.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by individual Specification Sections. Do not use highlighting that would not be reproducible.
- B. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
- C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects/engineers and owners, and other information specified.
- D. Installer Certificates: Prepare written statements on Manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by Manufacturer for this Project.
- E. Manufacturer Certificates: Prepare written statements on Manufacturer's letterhead certifying that Manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

- F. Product Certificates: Prepare written statements on Manufacturer's letterhead certifying that product complies with requirements in the Contract documents.
- G. Material Certificates: Prepare written statements on Manufacturer's letterhead certifying that material complies with requirements in the Contract documents.
- H. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- I. Product Test Results: Prepare written reports indicating current product produced by Manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of test performed by Manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by qualified testing agency.
- J. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- K. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- L. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- M. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- N. Manufacturer's Instructions: Prepare written or published information that documents Manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of Manufacturer. Include the following, as applicable:
 - 1. Preparation of substrates.

2. Required substrate tolerances.
 3. Sequence of installation or erection.
 4. Required installation tolerances.
 5. Required adjustments.
 6. Recommendations for cleaning and protection.
- O. Manufacturer's Field Reports: Prepare written information documenting tests and inspections of factory authorized service representative. Include the following, as applicable:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement of substrate condition and acceptability of substrate for installation or application of product.
 3. Statement that products at Site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Document settings in writing.
 8. Other required items indicated in individual Specification Sections.
- P. Safety Data Sheets (SDSs): Submit information directly to Owner; do not submit to Engineer.
1. Engineer will not review Submittals that include SDSs and will return the entire Submittal for Resubmittal.

PART 3 – EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each Submittal and check for coordination with other work of the Contract and for compliance with the Contract Documents. Verify field dimensions and conditions; note corrections as necessary. Mark with approval stamp before submitting to Engineer.
1. Approval Stamp: Stamp each Submittal with an approval stamp. Use the same stamp format for each Submittal. Include Project name and location, Submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that Submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
- B. Submittals that are not approved and stamped by Contractor will be rejected.

3.2 ENGINEER'S REVIEW

- A. Action Submittals: Engineer will review Action Submittals, make marks to indicate corrections or modifications required, and return Submittal. Engineer will stamp each Submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
1. Approved: Submittal appears to 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. Approved with Changes Noted: Upon incorporation of review comments, it appear that Submittal will 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.
 3. Revise and Resubmit: Submittal has one or more specific segments that are incomplete, do not appear to conform to the information given in the Contract Documents, or are incompatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Contractor shall resubmit information for review to demonstrate understanding of comments and portions of Work to be provided. Except as noted, Contractor shall not proceed with work related to Submittal.
 4. Rejected: Submittal as a whole is incomplete, does not appear to conform to the information given in the Contract Documents, or is incompatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Contractor shall resubmit information for review to demonstrate understanding of comments and portions of Work to be provided. Contractor shall not proceed with work related to Submittal.
- B. Informational Submittals: Other Submittals required by the Contract Documents for information only. Engineer will acknowledge receipt of Information Submittals. Such Submittals include, but are not limited to:
1. Qualifications Data.
 2. Certificates.
 3. Test Reports
 4. Manufacturer's Instructions.
 5. Maintenance Data.
 6. Field Reports.
- C. Submittals not required by the Contract Documents will be returned without being reviewed.
- D. Partial Submittals are not acceptable, will be considered non-responsive, and will be rejected.

END OF SECTION

SECTION 33 11 13

PUBLIC WATER UTILITY DISTRIBUTION PIPING

PART 1 – GENERAL

1.1 DESCRIPTION

A. SCOPE

1. Contractor shall provide all labor, materials, equipment, and incidentals as shown, specified and required to install and test all buried piping, fittings, and specials. The work includes, but is not limited to, the following:
 - a. All types and sizes of buried piping, except where buried piping installations are specified under other Sections or other Contracts.
 - b. Unless otherwise specifically shown, specified, or included under other Sections, all buried piping Work required, beginning at the outside face of structures or structure foundations, including beneath structures, and extending away from structure.
 - c. Work on or affecting existing piping.
 - d. Installation of all jointing and gasket materials, specials, flexible couplings, mechanical couplings, harnessed and flagged adapters, sleeves, tie rods, and all other Work required for a complete, buried piping installation.
 - e. Supports, restraints, and thrust blocks.
 - f. Pipe encasements, with the exception of piping embedded in concrete within a structure or foundation.
 - g. Field Quality Control, including Testing.
 - h. Cleaning and disinfecting.
 - i. Incorporation of valves, meters and special items shown or specified into the piping systems per the Contract Documents and as required.

1.2 REFERENCES

A. Standards referenced in this Section are listed below:

1. American National Standards Institute (ANSI):
 - a. ANSI B31.1, Power Piping
2. American Society for Testing and Materials (ASTM):
 - a. ASTM B32, Specification for Solder Metal
 - b. ASTM C924, Practice for Testing Concrete Pipe Sewer Lines by Low-Pressure Test Method.
 - c. ASTM D2321, Practice for Underground Installation of Thermoplastic Pipe for Sewers and other Gravity-Flow Applications.
 - d. ASTM D2774, Practice for Underground Installation of Thermoplastic Pressure

Piping.

- e. ASTM F1417, Test Method for Installation Acceptance of Plastic Gravity Sewer Lines using Low-Pressure Air.
3. American Water Works Association (AWWA):
 - a. AWWA C111, Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
 - b. AWWA C600, Installation of Ductile-Iron Water Mains and Their Appurtenances.
 - c. AWWA C605, Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water.
 - d. AWWA C606, Grooved and Shouldered Joints.
 - e. AWWA C651, Disinfecting Water Mains.
 - f. AWWA M9, Concrete Pressure Pipe
 - g. AWWA M23, PVC Pipe – Design and Installation.
 - h. AWWA M41, Ductile-Iron Pipe and Fittings.
 4. American Society of Civil Engineers (ASCE):
 - a. ASCE 37, Design and Construction of Sanitary and Storm Sewers.
 5. Concrete Pipe Handbook, American Concrete Pipe Association.
 6. Factory Mutual System (FM)
 7. National Fire Protection Association (NFPA):
 - a. NFPA 24, Standard for the Installation of Private Fire Service Mains and their Appurtenances.
 8. Underwriters’ Laboratories, Inc. (UL)

1.3 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with applicable provisions and recommendations of the following except as otherwise shown or specified.
 1. Comply with requirements of authorities having jurisdiction at the site.

1.4 SUBMITTALS

- A. TESTS:
 1. Submit description of proposed testing methods, procedures and apparatus.
 2. Prepare and submit report for each test.

B. RECORD DOCUMENTS

1. Maintain accurate and up-to-date record documents showing field modifications.

2. Record documents for buried piping Work shall show actual location of all piping and appurtenances at same scale as the Contract Drawings.
3. Record documents shall show piping with elevations referenced to the project datum and the installation dimension from the roadway pavement, when possible. For straight runs of pipe provide offset dimensions as required to document pipe location.
4. Include profile drawings with buried piping record documents when the Contract Documents include pipe profile drawings.

1.5 DELIVERY, STORAGE AND HANDLING

A. DELIVERY

1. Deliver materials to the Site to ensure uninterrupted progress of the Work.
2. Upon delivery inspect pipe and appurtenances for cracked, gouged, chipped, dented, and other damaged material and immediately remove from site.

B. STORAGE

1. Store materials to allow convenient access for inspection and identification.
2. Keep material off the ground using pallets, platforms, or other supports.
3. Protect steel members and packaged materials from corrosion and deterioration.

C. HANDLING

1. Handle all pipe, fittings, specials, and accessories carefully with approved handling devices.
2. Do not drop or roll materials off trucks. Do not otherwise drop, roll or skid piping.
3. Avoid unnecessary handling of pipe.
4. Keep pipe interiors free from dirt and foreign matter.
5. Protect interior linings and exterior coatings of pipe and fittings from damage during handling. Pipe and fittings with damaged lining shall be replaced regardless of cause of damage.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Piping materials are specified in the Buried Piping Schedule at the end of this Section. Piping materials shall conform to specification for each type of pipe and piping appurtenances.
- B. MARKING PIPING:
 1. Factory mark each piece of pipe or fitting with a designation conforming to the

specification.

2. Manufacturer shall cast or paint material, type and pressure designation on each piece of pipe or fitting 4-inches in diameter and larger.
3. Piping and fittings smaller than 4-inches in diameter shall be clearly marked by manufacturer as to material, type and rating.

PART 3 – EXECUTION

3.1 INSTALLATION

A. GENERAL

1. Install piping as shown, specified and as recommended by the manufacturer.
2. If there is a conflict between manufacturer's recommendations and the Contract Documents, request instructions from Engineer, in writing, before proceeding.
3. Owner shall inspect all trench excavations and bedding prior to laying pipe. Notify Owner, in writing, in advance of excavating, bedding pipe laying, and backfill operations.
4. Minimum cover over piping shall be 54-inches, unless otherwise shown or accepted by Engineer.
5. Excavation in excess of that required or shown and which is not authorized by the Engineer shall be replaced at Contractor's expense with approved granular material, furnished, placed, and compacted.
6. Comply with NFPA 24 for "Outside Protection", where applicable to water pipe systems used for fire protection.

B. SEPARATION OF SEWER AND POTABLE WATER PIPE LINES

1. Horizontal Separation:
 - a. Wherever possible, existing and proposed potable water mains and service lines, and sanitary and storm sewers shall be separated horizontally by a clear distance of not less than ten (10) feet.
 - b. If local conditions preclude a clear horizontal separation of not less than ten (10) feet, the installation will be permitted provided the potable water main is in a separate trench or on a undistributed earth self located on one side of the sewer and at an elevation so the bottom of the potable water main is at least 24-inches above the top of the sewer.
2. Vertical Separation:
 - a. Provide a minimum vertical distance of 24 inches between the outside of the potable water main and the outside of the sewer when a sewer or drain must cross over a potable water main.
 - b. Center a section of potable water main at least 12.5 feet long over the sewer so

that the sewer joints will be equidistant from the potable water main joints.

- c. Provide adequate structural support where a potable water main crosses under a sewer to maintain line and grade.

3. Exceptions:

- a. Where it is not possible to provide the minimum horizontal and vertical separation described above, encase either potable water main or sewer in a watertight carrier pipe which extends ten (10) feet on both sides of the crossing, measured perpendicular to the potable water main.

C. PLUGS

1. Temporarily plug installed pipe at the end of each day's Work or other interruption to the installation of any pipe line.
2. Plugging shall prevent the entry of animals, liquids, or persons into the pipe or the entrance or insertion of deleterious materials.
3. Install standard plugs into all bells at dead ends, tee, or crosses. Cap all spigot ends.
4. Fully secure and block all plugs and caps installed for pressure testing to withstand the specified test pressure.
5. Where plugging is required for phasing of the Work or for subsequent connection of piping, install watertight, permanent type plugs.

D. BEDDING PIPE: Bed pipe as specified below and in accordance with the details shown.

1. Where Engineer deems the existing bedding material unsuitable, remove and replace it with approved granular materials.
2. Where pipe is installed in rock excavation, provide a minimum of six inches of granular bedding material underneath the pipe.
3. Excavate trenches below the pipe bottom by an amount shown and specified. Remove all loose and unsuitable material from the trench bottom.
4. Carefully and thoroughly compact all pipe bedding with hand held pneumatic compactors.
5. Do not lay pipe until Owner approved the bedding condition. If a conflict exists obtain direction from the Engineer before proceeding.
6. No pipe shall be brought into position until the preceding length has been bedded and secured in its final position.

E. LAYING PIPE

1. Conform to manufacturer's instructions and requirements of standard and manuals listed below, as applicable:
 - a. Ductile Iron Pipe: ANSI/AWWA C600, ANSI/AWWA C105, AWWA M41.

Concrete Pipe: AWWA M9.

- b. Thermoplastic Pipe: ASTM D2321, ASTM D2774, ANSI/AWWA C605, AWWA M23, AWWA M45, AWWA, M55.
2. Install all pipe accurately to line and grade shown, unless otherwise approved by Engineer.
3. Remove and relay pipes that are not laid correctly.
4. Slope pipe uniformly between elevations shown.
5. Ensure that ground water level in trench is at least six (6) inches below bottom of pipe before laying piping. Do not lay pipe in water. Maintain dry trench conditions until jointing and backfilling are complete and protect and keep clean water pipe interiors, fittings and valves.
6. Place bell and spigot pipe so that bells face the direction of laying, unless otherwise approved by Engineer.
7. Excavate around joints in bedding and lay pipe so that the barrel bears uniformly on the trench bottom.
8. Deflections at joints shall not exceed 75 percent of the amount allowed by the pipe manufacturer.
9. For PVC and CPVC piping with solvent welded joints, two and one-half inches in diameter and smaller and copper tubing and thermoplastic piping, snake piping in trench to compensate for thermal expansion.
10. Carefully examine all pipe, fittings and specials for cracks, damage or other defects while suspended above the trench before installation. Immediately remove defective materials from the Site.
11. Inspect interior of all pipe and fittings and completely clean all dirt, gravel, sand, debris or other foreign material from pipe interior and joint recesses before it is moved into the trench.
12. Bell and spigot mating surfaces shall be thoroughly wire brushed, and wiped clean and dry immediately before the pipe is laid.
13. Field cut pipe, where required, with a machine specially designed for cutting piping.
 - a. Make cuts carefully, without damage to pipe or lining, and with a smooth end at right angles to the axis of pipe.
 - b. Cut ends on all types of push-on joints shall be tapered and sharp edges filed off smooth. Flame cutting will not be allowed.
14. Blocking under piping will not be permitted, unless specifically approved by Engineer for special conditions. If permitted, conform to requirements of AWWA C600.
15. Touch up protective coatings in a satisfactory manner prior to backfilling.

16. Contractor shall notify Owner in advance of backfilling operations. All piping shall be inspected by the Owner prior to any backfilling.
17. On steep slopes, take measures acceptable to Engineer to prevent movement of the pipe during installation.
18. Thrust Restraint:
 - a. During the installation of the pipe, thrust blocks, tied joints, or proprietary restrained joint systems shall be provided wherever required for thrust restraint.
 - b. Thrust restraint shall conform to the applicable requirements of Paragraph 3.3.

F. JOINTING PIPE

1. Ductile Iron Mechanical Joint Pipe:

- a. Wipe clean the socket, plain end and adjacent areas immediately before making joint. Make certain that cut ends are tapered and sharp edges are filed off smooth.
- b. Lubricate the plain ends and gasket with soapy water or the manufacturer's recommended pipe lubricant, in accordance with AWWA C111, just prior to slipping the gasket onto the plain end of the joint assembly.
- c. Place the gland on the plain end with the lip extension towards the plain end, followed by the gasket with the narrow edge of the gasket toward the plain end.
- d. Insert the pipe into the socket and press the gasket firmly and evenly into the gasket recess. Keep the joint straight during assembly.
- e. Push gland toward socket and center it around pipe with the gland lip against the gasket.
- f. Insert bolts and hand tighten nuts.
- g. Make deflection after joint assembly, if required, but prior to tightening bolts. Alternatively tighten bolts 180 degrees apart to seat the gasket evenly. The bolt torque shall be as follows:

| Pipe Size (inches) | Bolt Size (inches) | Range of Torque (Ft-lbs) |
|--------------------|--------------------|--------------------------|
| 3 | 5/8 | 45 to 60 |
| 4 to 24 | 3/4 | 75 to 90 |
| 30 to 36 | 1 | 100 to 120 |
| 42 to 48 | 1-1/4 | 120 to 150 |

- h. All bolts and nuts shall be coated with two 8 mil dry film thickness per coat, coats of coal-tar epoxy coating as manufactured by Tnemec, or equal.
- i. Restrained mechanical joints shall be in accordance with Section 33 11 13.13, Ductile Iron Public Water Utility Distribution Piping.

2. Ductile Iron Push-On Joint Pipe:

- a. Prior to assembling the joints, the last 8-inches of the exterior surface of the spigot and the interior surface of the bell shall be thoroughly cleaned with a

wire brush, except where joints are lined or coated with a special protective lignin or coating.

- b. Rubber gaskets shall be wiped clean and flexed until resilient. Refer to manufacturer's instructions for procedures to ensure gasket resiliency when assembling joints in cold weather.
 - c. Insert gasket into joint recess and smooth out the entire circumference of the gasket to remove bulges and to prevent interference with the proper entry of the spigot of the entering pipe.
 - d. Immediately prior to joint assembly, apply a thin film of pipe manufacturer's recommended lubricant to the surface of the gasket that will come in contact with the entering spigot end of pipe. Contractor may, at their option, apply a thin film of lubricant to the outside of the spigot of the entering pipe.
 - e. For assembly, center spigot in the pipe bell and push pipe forward until it just makes contact with the rubber gasket. After gasket is compressed and before pipe is pushed or pulled all the way home, carefully check the gasket for proper position around the full circumference of the joint. Final assembly shall be made by forcing the spigot end of the entering pipe past the rubber gasket until it makes contact with the base of the bell. When more than a reasonable amount of force is required to assemble the joint, the spigot end of the pipe shall be removed to verify the proper positioning of the rubber gasket. Gaskets which have been scoured or otherwise damaged shall not be used.
 - f. Maintain an adequate supply of gaskets and joint lubricant at the Site at all times when pipe jointing operations are in progress.
3. Proprietary Joints:
- a. Pipe which utilizes proprietary joints for restraint specified in Section 33 11 13.13, Ductile Iron Public Water Utility Distribution Piping, or other such joints shall be installed in strict accordance with the manufacturer's instructions.
4. Ductile Iron Flanged Joints:
- a. Assemble flanged joints using ring-type gaskets, thickness as recommended by pipe manufacturer but not less than 1/8-inch thick, for raised face flanges. Use full face gaskets for flat face flanges, unless otherwise approved by ENGINEER or recommended by pipe manufacturer. Gaskets shall be suitable for the service intended in accordance with manufacturer's ratings and instructions. Gaskets shall be properly centered.
 - b. Bolts shall be tightened as recommended by the manufacturer in a sequence that ensures equal distribution of bolt loads.
 - c. Length of bolts shall be uniform. Bolts shall not project beyond the nut more than 1/4-inch when fully tightened. Bolts shall not fall short of the nut when fully taken up. Ends of bolts shall be machine cut and neatly rounded. Do not use washers.
 - d. Prior to assembly, lubricate bolt threads and gasket faces.
 - e. After assembly, coat all bolts and nuts, except those of stainless steel, with two

coats, minimum dry film thickness of 8-mils each, of a high-build epoxy or bituminous coating manufactured by Tnemec, or equal.

5. Thermoplastic Pipe Joints:

a. Solvent Cement Joints:

- i. Bevel ends and removal all burrs before making joints. Clean both pipe and fittings thoroughly. Do not attempt to make solvent cement joint if temperature is below 40 degrees F nor in wet conditions.
- ii. Use solvent cement supplied or recommended by the pipe manufacturer.
- iii. Apply joint primer and solvent cement and assemble joints in strict accordance with the recommendation and instruction of the manufacturer of the joint materials and the pipe manufacturer.
- iv. Observe safety precautions with the use of joint primers and solvent cements. Allow air to circulate freely through pipelines to permit solvent vapors to escape. Slowly admit water when flushing or filling pipelines to prevent compression of gases within pipes.

b. Bell and Spigot Joints:

- i. Bevel field-cut pipe, remove all burrs, and provide a reference mark at the correct distance from pipe end.
- ii. Clean spigot end and bell thoroughly before making the joint. Insert O-ring gasket while ensuring that gasket is properly oriented. Lubricate spigot well with manufacturer's recommended lubricant. Do not lubricate bell and O-ring. Insert spigot end of pipe carefully into bell until reference mark on spigot is flush with bell.

G. BACKFILLING

1. Place backfill as the Work progressed.
2. Backfill by hand and use power tampers until pipe is covered by at least one foot of backfill.

H. CONNECTIONS TO VALVES AND HYDRANTS

1. Install valves and hydrants as shown on Drawings.
2. Provide suitable adapters when valves or hydrants and piping have different joint types.
3. Provide thrust restraint at all hydrants and at valves at pipeline terminations.

I. TRANSITION FROM ONE TYPE OF PIPE TO ANOTHER

1. Provide all necessary adapters, specials and connection pieces required when connecting different types and sizes of pipe or connecting pipe made by different manufacturers.

J. CLOSURES

1. Provide all closure pieces shown or required to complete Work.
2. Locate closures in straight runs of pipe.

3.2 THRUST RESTRAINT

- A. Provide thrust restraint on all pressure piping systems and where otherwise shown and specified.
- B. Thrust restraint may be accomplished by means of restrained pipe joints.

C. RESTRAINED PIPE JOINTS

1. Pipe joints shall be restrained by means suitable for the type of pipe being installed.
 - a. Restrain ductile iron push-on joints and mechanical joints utilizing a proprietary restrained joint system as specified in Section 33 11 13.13, Ductile Iron Public Water Utility Distribution Piping, lugs and tie rod, or other systems approved by Engineer.
 - b. Restrain push-on type or other non-restrained joints for thermoplastic piping with a proprietary restrained joint system as specified in Section 33 11 13.14, Polyvinyl Chloride (PVC) Pressure Pipe and Fittings, tie rods, or other systems approved by Engineer.

3.3 WORK AFFECTING EXISTING PIPING

A. LOCATION OF EXISTING PIPING

1. Locations of existing piping shown should be considered approximate.
2. Contractor shall determine the true location of existing piping to which connections are to be made, crossed, or could be disturbed and location of other facilities which could be disturbed during earthwork operation, or which may be affected by Contractor's Work in anyways.

B. TAKING EXISTING PIPELINE

1. Do not the existing pipelines out of service, unless approved by Engineer, in writing.
2. Notify Engineer, in writing, at least 72 hours prior to taking pipeline out of service.

3.4 TESTING OF PIPING

A. GENERAL

1. Test all piping, except as otherwise authorized by Engineer.
2. Notify Engineer, I n writing, and local authorities having jurisdiction at least 48 hours in advance of testing if their presence is required.

3. Conduct all test in the presence of the Owner.
4. Remove or protect any pipeline-mounted devices that may be damaged by the test pressure.
5. Provide all apparatus and services required for testing including, but not limited to, the following:
 - a. Test pumps, bypass pumps, hoses, calibrated gages, meters, test containers, valves and fittings.
 - b. Temporary bulkheads, bracing, blocking and thrust restraints.
6. Provide air if an air test is required and power if pumping is required.
7. Unless otherwise noted, pipelines shall hold specified test pressure for two hours.
8. Repair and retest pipelines which fail to hold specified test pressure or which exceed the allowable leakage rate.
9. Unless otherwise specified, test pressures required are at the lowest elevation of the pipeline section being tested.
10. Advise local authorities having jurisdiction if their presence is required during testing.

B. TEST SCHEDULE

1. Test piping at 1.5 times the operating pressure or at 250 psi, whichever is greater.

C. HYDROSTATIC TESTING

1. Preparation for Testing
 - a. For thermoplastic pipe follow procedures described in Section 7 of AWWA Standard C605.
 - b. For all other piping follow procedures described in AWWA Manual M9.
 - c. Ensure that adequate thrust protection is in place and that all joints are properly installed.
2. Test Procedure:
 - a. Fill pipeline slowly to minimize air entrapment and surge pressures. Fill rate should not exceed one foot per second in the pipe being tested.
 - b. Examine exposed joints and valves, and correct visible leakage.
 - c. After the wetting period prescribed above, add fluid to pressurize line to the required test pressure. Maintain test pressure for a stabilization period of ten minutes before beginning test.
 - d. After the stabilization period, maintain test pressure for a two-hour period. Add fluid to restore test pressure if pressure drops five psi below test pressure at any time during the test period.

- e. Pump from a test containing to maintain test pressure. Measure the volume of fluid pump from the container and record on the test report. Record pressure at the test pump at 15 minute intervals for the duration of the test.
3. Allowable Leakage Rates: Leakage is defined as the quantity of fluid that must be supplied to the pipeline or any section thereof to maintain pressure within five psi of the test pressure during a two-hour period. The two-hour test period shall not begin until after the pipe has been filled, exposed to the required wetting period, air has been expelled and pressure has been stabilized. Allowable leakage rates for all other piping system are listed below:
- a. No Leakage: Pipe with flanged, welded, fused, screwed or soldered joints.
 - b. Rates based on the formula or table in AWWA Manual M41;
 - i. Metal and fiberglass pipe joint with rubber gaskets as sealing members. This includes the following joint types:
 - 1) Push-on joints
 - 2) Mechanical joints
 - 3) Bolted sleeve type couplings
 - 4) Grooved and shouldered couplings
 - c. Rates based on the make-up allowance in AWWA Manual M9:
 - i. Cylinder and non-cylinder concrete pipe joined with O-ring rubber gasket sealing members.
 - d. Rates based on the formula or table in AWWA C605:
 - i. Plastic pipe joined with O-ring gasket sealing members.

3.5 CLEANING AND DISINFECTION

A. Clean all pipe systems and all other piping shall be cleaned as follows:

- 1. Thoroughly clean all piping and flush in a manner approved by Engineer, prior to placing in service.
- 2. Piping 24-inches in diameter and larger shall be inspected from inside and all debris, dirt and foreign matter removed.
- 3. If piping which requires disinfection has not been kept clean during storage or installation, Contractor shall swab each section individually before installation with a five percent hypochlorite solution, to ensure clean piping.

B. DISINFECTION

- 1. Disinfect all potable and finished water piping.
- 2. A suggested procedure will be considered for approval by the Engineer.
 - a. Thoroughly flush piping prior to disinfection with water. For pipelines 24 inches in diameter and larger, pipelines shall be manually cleaned, carefully removing all sweepings, dirt and debris prior to disinfection.
 - b. Conform to procedures described in AWWA C651. Calcium hypochlorite

tablets manufactured by Permatex shall be used as means of disinfection, unless alternative method is acceptable to Engineer.

3. Water for initial flushing, testing, and chlorination will be furnished by the Contractor. Contractor shall provide all temporary piping, hose, valves, appurtenances and services required.
4. Chlorine tables will be supplied by Contractor.
5. Bacteriologic test will be performed by Owner. A certified test laboratory report will be made available to Contractor, if requested.
6. Chlorine concentration in the water entering the piping shall be between 50 and 100 parts per million, such that a minimum residual concentration of 25 mg/l will be left after a 24-hour retention period. Care shall be taken to ensure disinfection of the piping in all its parts. The operation shall be repeated as necessary to provide complete disinfection.
7. After the required retention period, the heavily chlorinated water shall be flushed to drain, unless otherwise directed by the Engineer.

END OF SECTION

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SECTION 33 11 13.13

DUCTILE IRON PUBLIC WATER UTILITY DISTRIBUTION PIPING

PART 1 – GENERAL

1.1 DESCRIPTION

A. SCOPE

1. Contractor shall provide all labor, materials, equipment, and incidentals as shown, specified and required to furnish ductile iron pipe and fittings.
2. Extent of piping is shown on the Drawings.

B. COORDINATION:

1. Review installation procedures under this and other Specification sections and coordinate installation of items that are to be installed with or before ductile iron pipe Work.

1.2 RELATED WORK

- A. Section 33 11 13, Public Water Utility Distribution Piping.

1.3 REFERENCES

- A. Standards referenced in this Section are listed below. They form a part of this standard to the extent specified herein. In any case of conflict, the requirements of this Specification shall prevail.
 1. American National Standards Institute (ANSI):
 - a. ANSI B18.2.1, Square and Hex Bolts and Screws Inch Series.
 - b. ANSI B18.2.2, Square and Hex Nuts. (Inch Series).
 2. American Society for Testing and Materials (ASTM):
 - a. ASTM A193, Alloy Steel and Stainless Steel Bolting Materials for High-Temperature Service.
 - b. ASTM A194, Specification for Carbon Steel and Alloy Steel Nuts for Bolts for High-Pressure or High-Temperature Service, or Both.
 - c. ASTM A307, Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength.
 - d. ASTM A354, Specification for Quenched and Tempered Alloy Steel Bolts, Studs and Other Externally Threaded Fasteners.
 - e. ASTM A563, Specification for Carbon and Alloy Steel Nuts.
 - f. ASTM B117, Practice for Operating Salt Spray (Fog) Apparatus.
 - g. ASTM C283, Test Methods for Resistance of Porcelain Enameled Utensils to

Boiling Acid.

- h. ASTM D714, Test Method for Evaluating Degree of Blistering of Paints.
 - i. ASTM D792, Test Methods for Density and Specific Gravity (Relative Density) of Plastics by Displacement.
 - j. ASTM D5162, Discontinuity (Holiday) Testing of Non-Conductive Protective Coating on Metallic Substrates.
 - k. ASTM E96, Test Methods for Water Vapor Transmission of Materials.
 - l. ASTM G14, Test Method for Impact Resistance of Pipeline Coatings (Falling Weight Test).
 - m. ASTM G62, Test Methods for Holiday Detection in Pipeline Coatings.
 - n. ASTM G95, Test Methods for Cathodic Disbondment Test of Pipeline Coatings (Attached Cell Method).
3. American National Standards Institute/American Water Works Association (ANSI/AWWA):
- a. ANSI/AWWA C104, Cement-Mortar Lining for Ductile Iron Pipe and Fittings for Water.
 - b. ANSI/AWWA C110, Ductile Iron and Gray-Iron Fittings, 3 in. – 48 in. for Water.
 - c. ANSI/AWWA C111, Rubber-Gasket Joints for Ductile Iron Pressure Pipe and Fittings.
 - d. ANSI/AWWA C115, Flanged Ductile Iron Pipe with Ductile Iron or Gray Iron Threaded Flanges
 - e. ANSI/AWWA C116, Protective Fusion-Bonded Epoxy Coatings for the Interior and Exterior Surfaces of Ductile Iron and Gray Iron Fittings for Water Service.
 - f. ANSI/AWWA C151, Ductile Iron Pipe, Centrifugally Cast, for Water.
 - g. ANSI/AWWA C153, Ductile Iron Compact Fittings for Water Service.
 - h. ANSI/AWWA C606, Grooved and Shouldered Type Joints.
4. European Standard (EN), EN 598: Ductile Iron Pipe, Fittings, Accessories and Their Joints for Sewerage Applications.
5. Manufacturers Standardization Society of the Valves and Fittings Industry (MSS), MSS-SP60, Connecting Flange Joint Between Tapping Sleeves and Tapping Valves.
6. NACE RP0188, Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates.
7. National Association of Pipe Fabricators, Inc. (NAPF), NAPF 500-03, Surface Preparation Standard for Ductile Iron Pipe and Fittings Receiving Special External Coatings and/or Special Internal Linings.
8. ANSI /NSF 61, Drinking Water System Components - Health Effects.

9. SSPC PA 2, Measurement of Dry Coating Thickness with Magnetic Gages.
10. SSPC Painting Manual, Volume 1, Para. XIV

1.4 QUALITY ASSURANCE

A. MANUFACTURER QUALIFICATIONS

1. Manufacturer shall have a minimum of five years successful experience producing ductile iron pipe and fittings and shall be able to show evidence of at least five installations in satisfactory operation in the United States that are similar applications to the specified service.
2. Lining and coating products shall be manufactured by a firm with a minimum of five years successful experience in protection pipelines exposed to the specified service conditions, and shall be able to show evidence of at least five installations in satisfactory operation in the United States that are similar applications to the specified service.

B. SUPPLY AND COMPATIBILITY

1. Unless otherwise approved by Engineer, obtain all pipe, fittings, and appurtenances included in this Section from a single ductile iron pipe manufacturer.
2. Ductile iron pipe manufacturer shall review and approve or prepare all Shop Drawings and other submittals for all pipe, fittings, and appurtenances furnished under this Section.
3. All pipe, fittings, and appurtenances shall be suitable for the specified service and shall be integrated into the overall piping system by ductile iron manufacturer.
4. Ductile iron pipe manufacturer shall be responsible for all products and all factory-applied linings and coatings, whether installed at pipe manufacturer's facility or at manufacturer's Subcontractor's facility.

1.5 SUBMITTALS

A. SHOP DRAWINGS: Submit the following with Shop Drawings required under Section 33 11 13, Public Water Utility Distribution Piping:

1. Detailed drawings and data for pipe, fittings, gaskets, appurtenances, linings, and coatings.

B. CERTIFICATES:

1. Submit a certificate signed by manufacturer of each product that product conforms to applicable referenced standards and the Contract Documents.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Refer to Section 33 11 13, Public Water Utility Distribution Piping.

B. HANDLING OF PIPE AND FITTINGS COATED WITH FUSION BONDED EPOXY:

1. Hooks, forks, chains, straps, and other lifting devices shall be rubber-coated and be used only on exterior of pipe and fittings in such a manner to avoid damaging the coating.
2. If coating becomes damaged, CONTRACTOR shall notify pipe and coating manufacturer to determine if repair of damaged area or re-coating is required.
3. Perform repairs using recommended procedures and materials provided by manufacturer, as accepted by ENGINEER.
4. Pipe and fittings requiring re-coating shall be removed from Site and returned to manufacturer's facility.
5. Repaired or re-coated pipe and fittings shall meet all requirements of this Section.

PART 2 – PRODUCTS

2.1 MATERIALS

A. GENERAL

1. Piping systems shall be suitable for their intended use.
2. Joints shall be as specified in Section 33 11 13, Public Water Utility Distribution Piping. If not specified, provide flanged joints for exposed piping and push-on or mechanical joints for buried piping. Provide couplings on pipe with plain or grooved ends where shown or where approved by Engineer.
3. All pipe and fittings shall be manufactured in the United States of America.

B. DUCTILE IRON PIPE AND FITTINGS

1. Flanged Pipe: Fabricate in accordance with ANSI/AWWA C115.
 - a. Pressure Class: As specified on drawings. If not otherwise specified use Class 52, Pressure Class 350.
2. Non-Flanged Pipe: Conform to ASNI/AWWA C151 for material, pressure, dimensions, tolerances, tests, markings, and other requirements.
 - a. Pressure Class: As specified on drawings. If not otherwise specified use Class 52, Pressure Class 350.
3. Joints:
 - a. Flanged Joints: Do not use flanged joints in the underground installation except where specified or shown. Conform to ANSI/AWWA C110 and ANSI/AWWA C115 capable of meeting the pressure class 350 or special thickness class, and test pressure.
 - i. Gaskets: Unless otherwise specified, gaskets shall be at least 1/8-inch thick, ring or full-face as required for the pipe, of a synthetic rubber compound

containing not less than 50 percent by volume nitrile or neoprene, and shall be free for factice, reclaimed rubber, and other deleterious substances. Gaskets shall be suitable for the service conditions specified, specifically designed for use with ductile iron pipe and fittings.

- 1) Gasket Sealing Compounds: Provide high temperature resistant sealing compound (Loctite PST 592 or equivalent) with Dimethacrylate-ester base and Teflon.
- ii. Bolts: Conform to ANSI B18.2.1
 - 1) Exposed: ASTM A307, Grade B
 - 2) Buried or Submerged: ASTM A193, Grade B8M, Class 2, Heavy hex, Type 316 stainless steel.
- iii. Nuts: Conform to ANSI B18.2.2.
 - 1) Exposed: ASTM A563, Grade A, Heavy Hex.
 - 2) Buried or Submerged: ASTM A194, Grade B8M, Heavy hex, Type 316 stainless steel.
- b. Mechanical Joints: Conform to ASNI/AWWA C110 and ANSI/AWWA C111, capable of meeting pressure class 350 or special thickness class, and test pressure specified in Section 33 11 13, Public Water Utility Distribution Piping.
 - i. Glands: Ductile Iron
 - ii. Gaskets: Plain tip.
 - iii. Bolts and Nuts: High strength, low alloy steel.
 - iv. Manufacturers: Provide products of one of the following:
 - 1) Clow Water Systems, a Division of McWane, Inc.
 - 2) American Cast Iron Pipe Co.
 - 3) U.S. Pipe and Foundry Co.
- c. Push-on Joints: Conform to ANSI/AWWA C111, capable of meeting pressure class 350 or special thickness class, and test pressure specified in Section 33 11 13, Public Water Utility Distribution Piping.
 - i. Gaskets: Molded rubber
 - ii. Stripes: Each plain end shall be painted with a circular stripe to provide a guide for visual check that the joint is properly assembled.
 - iii. Products and Manufacturers: Provide products of one of the following:
 - 1) Tyton or Fastite Joint by Clow Water Systems, a Division of McWane, Inc.
 - 2) Fastite Joint by American Cast Iron Pipe Co.
 - 3) Tyton Joint by U.S. Pipe and Foundry Co.
- d. Restrained Joints: Restrained push-on joints shall be capable of being deflected after full assembly. Field cuts of restrained pipe are not allowed without approval of Engineer.
 - i. Products and Manufacturers: Provide restrained joints for mechanical joint piping by one of the following:
 - 1) Megalug, Series 1100, manufactured by EBBA Iron Sales, Inc.
 - 2) MJ Coupled Joint, manufactured by American Cast Iron Pipe Co,
 - 3) MJ Field Lok, manufactured by U.S. Pipe and Foundry Co.

- ii. Products and Manufacturers: Provide restrained joints for push-on joint piping by one of the Following:
 - 1) Super-Lock Joint Pipe, manufactured by Clow Water Systems, a Division of McWane, Inc.
 - 2) Lok-Ring Joint, or Flex-Ring Joint, manufactured by American Cast-Iron Pipe Company.
 - 3) TR Flex Joint, manufactured by U.S. Pipe and Foundry Co. d) Series 1700 D.I. Restrained Harness manufactured by EBAA Iron.
 - 4) All mechanical restraint devices shall be coated with a fully bonded coating system on castings and wedge assemblies.
- 4. Flanged Fittings: Conform to ANSI/AWWA C110 or ANSI/AWWA C153.
 - a. Pressure Rating: As specified above for flanged joints.
 - b. Material: Ductile Iron
 - c. Gaskets: As specified above for flanged joints.
 - d. Bolts and Nuts: As specified above for flanged joints.
- 5. Mechanical Joint Fittings: Conform to ANSI/AWWA C110 or ANSI/AWWA C153.
 - a. Pressure Rating: As specified above for mechanical joints.
 - b. Material: Ductile Iron
 - c. Glands: Ductile Iron
 - d. Gaskets: As specified above for mechanical joints.
 - e. Bolts and Nuts: As specified above for mechanical joints.

C. GENERAL REQUIREMENTS FOR LINING:

- 1. Surface Preparation:
 - a. Initial Surface Inspection: Surface to be lined shall be inspected by pipe and fitting manufacturer and applicator, if applicator is other than pipe and fitting manufacturer. The inspecting parties shall inspect the surface to be coated and mutually determine the recommended surface preparation method.
 - b. Surface Preparation: Prepare surface in accordance with the recommended method.
 - c. Finished Surface Inspection: Lining applicator shall inspect finished surface prior to application to determine acceptability. If surface is unacceptable, surface preparation shall be repeated as necessary.

D. CEMENT-MORTAR LINING:

- 1. Where specified in piping schedule included with Section 33 11 13, Public Water Utility Distribution Piping, pipe and fittings shall be lined with a bituminous seal coated cement-mortar lining in accordance with ANSI/AWWA C104.

E. SPECIALS:

1. Transition Pieces:
 - a. Furnish suitable transition pieces (adapters) for connecting to existing piping.
 - b. Unless otherwise shown or specified, exposed existing piping to determine material, dimensions, and other data required for transition pieces.
2. Taps:
 - a. Provide taps where shown or required for small-diameter pipe connections.
 - b. Provide corporation stops where shown or required.
 - c. Where pipe wall thickness or tap diameter will not permit the engagement of the required minimum number of full threads, provide a tapping saddle with outlet joints.

2.2 MARKING FOR IDENTIFICATION

- A. In addition to identification markings specified in Section 33 11 13, Public Water Utility Distribution Piping, also stamp, mark, and identify pipe materials with:
 1. Name or trademark of manufacturer.
 2. Size and length dimensions.
 3. Date and place of manufacture, including county.
 4. Pipe Class

2.3 EXTERIOR SURFACE PREPARATION AND COATINGS

A. GENERAL COATING REQUIREMENTS:

1. Coating types are specified in Section 33 11 13, Public Water Utility Distribution Piping.

B. BURIED PIPE AND FITTINGS:

1. Asphaltic Coating: Buried Piping Installation, coat pipe and fittings with an asphaltic coating approximately one mil thick, in accordance with ANSI/AWWA C151, ANSI/AWWA C115, ANSI/AWWA C110, and ANSI/AWWA C153, as applicable.
2. Fusion Bonded Epoxy Coating for Fittings:
 - a. Buried Piping Installation, fittings shall be factory coated with 100 percent solids, thermosetting, dry powder epoxy, in conformance with ANSI/AWWA C116.
 - b. Apply coating utilizing a method recommended by manufacturer that meets the needs of this Section, with a finished dry film thickness of at least six mils, with exception of joint areas, which shall receive at least a four-mil dry film thickness coating. Heat and cure the fittings per coating manufacturer's recommendations.

- c. Manufacturer's Inspection and Certification:
 - i. All coated fittings shall be visually inspected by manufacturer and show no sign of blisters, cracks, or lack of coverage.
 - ii. Check all coated fittings for coating thickness using a magnetic film thickness gage utilizing method outlined in SSPC PA 2 Film Thickness Rating.
 - iii. Holiday-test all coated fittings in accordance with ASTM D5162, NACE RP0188, and SSPC Painting Manual Vol. 1, Para. XIV, with a low voltage, wet sponge holiday detector. Repair methods and materials for holidays shall be as recommended by coating manufacturer and made prior to shipment to the Site.
- d. Products and Manufacturers: Provide products of one of the following:
 - i. Pipeclad 1500, by Valspar Corporation.
 - ii. Or Equal

PART 3 – EXECUTION

3.1 INSPECTION

- A. Inspect piping to assure that piping is free from defects in material and workmanship.
- B. Verify compatibility of all pipe, fittings, gaskets, linings, and coatings.

3.2 INSTALLATION AND FIELD QUALITY CONTROL

- A. For buried piping installation and testing, refer to Section 33 11 13, Public Water Utility Distribution Piping.

END OF SECTION

SECTION 33 11 13.14

POLYVINYL CHLORIDE (PVC) PRESSURE PIPE AND FITTINGS

PART 1 – GENERAL

1.1 DESCRIPTION

A. SCOPE

1. Contractor shall provide all labor, materials, equipment, and incidentals as shown, specified and required to furnish and install polyvinyl chloride (PVC) pipe, fittings, and appurtenances as shown on the Drawings and as specified herein.

1.2 RELATED WORK

- A. Section 33 11 13, Public Water Utility Distribution Piping.

1.3 REFERENCES

- A. Standards referenced in this Section are listed below. They form a part of this standard to the extent specified herein. In any case of conflict, the requirements of this Specification shall prevail.
 1. American Society for Testing and Materials (ASTM):
 - a. ASTM D1598, Standard Test Method for Time-to-Failure of Plastic Pipe Under Constant Internal Pressure.
 - b. ASTM D1599, Test Method for Short-Time Hydraulic Failure Pressure of Plastic Pipe, Tubing, and Fittings.
 - c. ASTM D1784, Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.
 - d. ASTM D2122, Standard Method of Determining Dimensions of Thermoplastic Pipe and Fittings.
 - e. ASTM D2152, Standard Test Method for Degree of Fusion of Extruded Poly (Vinyl Chloride) (PVC) Pipe and Molded Fittings by Acetone Immersion.
 - f. ASTM D2241, Standard Specification for Poly (Vinyl Chloride) (PVC) Pressure Rated Pipe (SDR Series).
 - g. ASTM D2412, Standard Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading.
 - h. ASTM D2774, Recommended Practice for Underground Installation of Thermoplastic Pressure Piping.
 - i. ASTM D2837, Method for Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Material.
 - j. ASTM D3139, Specifications for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals.

- k. ASTM F477, Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
- 2. American Water Works Association (AWWA):
 - a. AWWA M23, PVC Pipe- Design and Installation.
- 3. National Sanitation Foundation (NSF):
 - a. NSF 14, Plastics Piping System Components and Related Materials.
 - b. NSF 61, Drinking Water System Components – Health Effects
- 4. Plastic Pipe Institute (PPI)
 - a. PPI TR3, Policies and Procedures for Developing Recommended Hydrostatic Design Stresses for Thermoplastic Pipe Materials.

1.4 SUBMITTALS

- A. Submit to the Engineer within ten days after receipt of Notice-to-Proceed a list of materials to be furnished, the names of the suppliers and the date of delivery of materials to the site.
- B. Manufacturer’s installation guideline.
- C. Submit for approval detailed shop drawings of the following:
 - 1. PVC Pipe
 - 2. Ductile Iron Pipe Fittings
 - 3. Encasement Pipe
 - 4. Gaskets
 - 5. Thrust Restraints
 - 6. Tracer Wire
 - 7. Lubricant

PART 2 – PRODUCTS

2.1 MATERIALS

- A. POLYVINYL CHLORIDE (PVC) PIPE – 4 INCHES THROUGH 12 INCHES
 - 1. Conform to requirements of AWWA C-900 with a dimension ration (DR) of 14 pressure class 305.
 - 2. PVC material used in pipe shall be as specified in ASTM D1784, Cell Classification 12454.
 - 3. Each pipe length shall be marked with the manufacturer’s name, size, material code, pressure class, AWWA designation number, and seal of test agency that

verified pipe material for potable water service.

4. PVC Pipe shall have bell and spigot push-on joints. The bell shall consist of an integral wall section with a solid cross-section elastomeric gasket securely locked in place to prevent displacement during assembly.
5. The potable water mains shall be blue in color.
6. All pipe shall be manufactured in the United States of America.

B. STEEL ENCASUREMENT PIPE

1. Conform to ASTM Designation A252, Grade 2.
2. Joints shall be welded completely around the pipe by a certified welder.
3. Pipe shall meet all AASHTO Standards and Warren County Requirements.

C. FITTINGS

1. PVC Pipe: Fittings shall be ductile iron mechanical joint, with a working pressure of 250 psi and conforming to AWWA Specifications C110 or C153.
 - a. All bolts and nuts shall be 304 stainless steel, Cor-blue or Cor-Ten, or equal.
 - b. Cir-Ten shall meet the requirements for ANSI/AWWA C111/A21-11 for buried application.
2. Tapping Sleeves: Sleeves shall be stainless steel, mechanical joint type, with working pressure rating of 250 psi, and conform to AWWA Standard C110.
3. All fittings shall be manufactured in the United States of America.

D. RESTRAINED JOINTS

1. Products and Manufacturers: Provide restrained joints for mechanical joint piping by the following:
 - a. Megalug Series 2000PV, manufactured by EBBA Iron Sales, Inc.
2. Products and Manufactures: Provide restrained joints for push on joint piping by one of the following:
 - a. Megalug Series 1904, manufactured by EBBA Iron Sales, Inc. Provide 304 SS thrust bolts and nuts.
 - b. Uni-Flange Restraint Part Number UFR1399-C-4-U, manufactured Ford Meter Box Company.

E. TRACER WIRE

1. Tracer wire for direct burial applications shall be a #10 AWG (0.1019" diameter) fully annealed, high carbon 1055 grade steel, high strength solid copper clad steel conductor (HS-CCS), insulated with a 30 mil, high density, high molecular weight polyethylene (HDPE) insulation, and rated for direct burial use at 30 volts.

2. Conductor must be at 21% conductivity for locate purposes.
3. Break load of 684 lbs.
4. Tracer wire shall be Copperhead Industries, Part No. 1030B-HS, or equal.
5. Install per manufacturer instruction and as shown in Drawings and details.

2.2 IDENTIFICATION

- A. Pipe shall bear identification marking that will remain legible after normal handling, storage, and installation.
- B. Markings shall be applied in a manner that will not weaken or damage the pipe.
- C. Markings shall be applied at intervals of not more than five (5) feet of pipe.
- D. Markings on the pipe shall include the following:
 1. Nominal size and OD base.
 2. PVC
 3. Dimension ration
 4. AWWA pressure rating
 5. AWWA designation.
 6. Manufacturer's name and trademark
 7. Manufacturer's production code, including day, month, year, shift, plant, and extruder of manufacturer.
 8. All PVC water pipe shall be color-coded blue.

PART 3 – EXECUTION

3.1 INSPECTION

- A. Inspect piping to assure that piping is free from defects in material and workmanship.
- B. Verify compatibility of all pipe, fittings, gaskets, linings, and coatings.

3.2 INSTALLATION

- A. Polyvinyl Chloride (PVC) water pipe shall be installed in accordance with manufacturer's recommendation, as shown on the Drawings, and as specified herein.
- B. The Contractor shall use care in handling, storage, and installation of pipe and fittings.
 1. Storage of pipe on the job site shall be done in accordance with the pipe manufacturer's recommendation and the Contract Documents.

2. Under no circumstances shall pipe or fittings be dropped into the trench.
- C. Pipe shall be laid to lines and grade shown on the drawings with bedding and backfill as shown on the drawings and details.
1. Blocking under the pipe shall not be permitted.
 2. Bell holes shall be excavated so that only the barrel of the pipe bears upon the bottom of the trench or trench bedding.
- D. When laying is not in progress, or the potential exists for dirt or debris to enter the pipe, the open ends of the pipe shall be closed with a plug or by other approved means.
- E. Pipe joints shall not be deflected more than the manufacture maximum allowances.
1. Pipe joints for DR14 4-inch pipe shall not be deflected more than 3.0-degrees (12.5-inches for each 20-foot pipe length).
 2. Deflection of pipe joints shall only occur through manual efforts.
- F. If allowed by the manufacture, pipe barrels may be laid to the line of curved trench by bending the pipe barrel into a curved shape.
1. Pipe bending locations shall be approved by Warren County inspectors and shall not occur at locations where future service taps will be installed.
 2. Pipe barrels for DR14 4-inch pipe shall not be bent more than 2.5 degrees (11-inches per each 20-foot pipe length) or manufacturer's allowance, whichever is less.
 3. Bending shall only occur through manual efforts and shall be in accordance with manufacturer's instructions.
- G. Changing direction of the pipe shall not be accomplished in the same pipe length using both deflected joints and pipe bending.

3.3 TESTING OF PIPING

- A. All water lines shall be field tested in accordance with AWWA C-900 and as specified herein.
- B. The Contractor shall supply all labor, equipment, material, gages, pumps, and incidentals required for testing.
- C. The test pressure shall be 1.5 times the operating pressure or at 250 psi, whichever is greater, unless noted otherwise.
1. The test pressure shall be measured at the highest point along the test section.
 2. During testing the pressure must be maintained within 5 psi of the test pressure for a period of two (2) hours.
- D. Testing shall be conducted after backfilling has been completed and before placement

of permanent surface.

E. Testing Procedures shall be as follows:

1. Fill pipeline slowly to minimize air entrapment and surge pressures. Fill rate should not exceed one foot per second in the pipe being tested.
2. Examine exposed joints and valves, and correct visible leakage.
3. After the wetting period prescribed above, add fluid to pressurize line to the required test pressure. Maintain test pressure for a stabilization period of ten minutes before beginning test.
4. After the stabilization period, maintain test pressure for a two-hour period. Add fluid to restore test pressure if pressure drops five psi below test pressure at any time during the test period.
5. Pump from a test containing to maintain test pressure. Measure the volume of fluid pump from the container and record on the test report. Record pressure at the test pump at 15 minute intervals for the duration of the test.

F. No pipe installation will be accepted if the leakage is greater than that determined by the following formula:

$$L = \frac{SD(P)^{1/2}}{133,200}$$

in which L is the allowable leakage, in gallons per hour; s is the length of pipe tested; D is the nominal diameter, in inches; and P is the test pressure, in psig.

G. If any test of pipe laid discloses leakage greater than that allowed, the Contractor shall, at his own expense, locate and repair the cause of leakage and retest the line.

H. All visible leaks are to be repaired regardless of the amount of leakage.

3.4 CLEANING

- A. At the conclusion of the Work, the Contractor shall thoroughly clean all of the new pipe lines by flushing with water and pigging to remove all dirt, stones, pieces of wood, or other material which may have entered during the construction period.
- B. Debris cleaned from the lines shall be removed from the job site.
- C. If, after cleaning, any obstructions remain, they shall be removed at the Contractor's expense.

3.5 DISINFECTION

- A. Disinfect completed water pipelines in accordance with Warren County Water and Sewer Department standards or specifications and Section 31 11 13, Public Water Utility Distribution Piping.

END OF SECTION

SECTION 33 12 00

WATER UTILITY DISTRIBUTION EQUIPMENT

PART 1 – GENERAL

1.1 DESCRIPTION

A. SCOPE

1. Contractor shall furnish all labor, materials, equipment, and incidentals required to install complete and ready for operation and test all non-buried valves, hydrants, and appurtenances as shown on the Drawings and as specified herein.
- B. The equipment shall include, but not limited to, the following. However all items specified herein may not be included in this project.
 1. Valve Actuators – General
 2. Gate Valves
 3. Resilient Seated Gate Valves
 4. Hydrants
 5. Flushing Hydrants

1.2 SUBMITTALS

- A. Submit to the Engineer, materials required to establish compliance with this Section. Submittals shall include at least the following:
 1. Certified drawings showing all important details of construction and dimensions.
 2. Descriptive literature, bulletins and/or catalogs of the equipment.
 3. The total weight of each item.
 4. A complete bill of materials.
 5. Additional submittal data, where noted with individual pieces of equipment.
- B. TEST REPORTS
 1. Provide certified hydrostatic test data, per manufacturer's standard procedure or MSS-SP-61 for all valves.
- C. CERTIFICATES
 1. For each valve specified to be manufactured, tested and/or installed in accordance with AWWA and other standards, submit an affidavit of compliance with the appropriate standards, including certified results of required tests and certification of proper installation.

D. MANUFACTURER'S INSTALLATION AND APPLICATION DATA

1. Provide the manufacturer's installation and application data for each type of the supplied products.

E. OPERATING AND MAINTENANCE DATA

1. Operating and maintenance instructions shall be furnished to the ENGINEER.
2. The instructions shall be prepared specifically for this installation and shall include all required cuts, drawings, equipment lists, descriptions and other information required to instruct operating and maintenance personnel unfamiliar with such equipment.

1.3 REFERENCES

- A. Standards referenced in this Section are listed below. They form a part of this standard to the extent specified herein. In any case of conflict, the requirements of this Specification shall prevail.

1. American Society for Testing and Materials (ASTM):
 - a. ASTM A48 - Standard Specification for Gray Iron Castings.
 - b. ASTM A126 - Standard Specification for Gray Iron Castings for Valves, Flanges and Pipe Fittings.
 - c. ASTM A159 - Standard Specification for Automotive Gray Iron Castings.
 - d. ASTM A240 - Standard Specification for Heat-Resisting Chromium and Chromium-Nickel Stainless Steel Plate, Sheet and Strip for Pressure Vessels.
 - e. ASTM A276 - Standard Specification for Stainless Steel Bars and Shapes.
 - f. ASTM A436 - Standard Specification for Austenitic Gray Iron Castings.
 - g. ASTM A536 - Standard Specification for Ductile Iron Castings.
 - h. ASTM B30 - Standard Specification for Copper-Base Alloys in Ingot Form.
 - i. ASTM B62 - Standard Specification for Composition Bronze or Ounce Metal Castings
2. American Water Works Association (AWWA):
 - a. AWWA C111 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
 - b. AWWA C500 - Metal-Seated Gate Valves Supply Service
 - c. AWWA C502 - Dry-Barrel Fire Hydrants.
 - d. AWWA C504 – Rubber Seated Butterfly Valves.
 - e. AWWA C507 - Ball Valves, 6-in Through 48-in (150mm Through 1200mm)
 - f. AWWA C508 - Swing-Check Valves for Waterworks Service, 2-in (50mm

Through 24-in (600mm) NPS

- g. AWWA C509 - Resilient-Seated Gate Valves for Water Supply Service
 - h. AWWA C511 - Reduced-Pressure Principle Backflow-Prevention Assembly
 - i. AWWA C540 - Power-Actuating Devices for Valves and Sluice Gates
 - j. AWWA C550 - Protective Epoxy Interior Coatings for Valves and Hydrants
 - k. AWWA C800 - Underground Service Line Valves and Fittings.
3. American National Standards Institute (ANSI):
- a. ANSI B2.1 - Specifications, Dimensions, Gauging for Taper and Straight Pipe Threads (except dry seals).
 - b. ANSI B16.1 - Cast Iron Pipe Flanges and Flanged Fittings
 - c. ANSI B16.10 - Face-to-Face and End-to-End Dimensions of Valves
4. American Iron and Steel Institute (AISI)
5. Manufacturer's Standardization Society of the Valve and Fittings Industry (MSS)
- a. MSS-SP-61 - Pressure Testing of Steel Valves.
 - b. MSS-SP-70 - Cast Iron Gate Valves, Flanged and Threaded Ends.
 - c. MSS-SP-71 - Cast Iron Swing Check Valves, Flanges and Threaded Ends.
 - d. MSS-SP-72 - Ball Valves with Flanged or Butt-Welding Ends for General Services.
 - e. MSS-SP-78 - Cast Iron Plug Valves, Flanged and Threaded Ends.
 - f. MSS-SP-80 - Bronze Gate, Globe, Angle and Check Valves.
 - g. MSS-SP-82 - Valve Pressure Testing Methods
 - h. MSS-SP-98 - Protective Coatings for the Interior of Valves, Hydrants and Fittings
6. National Electrical Manufacturers Association (NEMA)
7. Underwriters Laboratories (UL)
8. Factory Mutual (FM)
9. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

1.4 QUALITY ASSURANCE

A. QUALIFICATIONS

- 1. Valves, hydrants, and appurtenances shall be products of well established firms who are fully experienced, minimum 10 years, reputable and qualified in the manufacture of the particular equipment to be furnished.

2. The equipment shall be designed, construction, and installed in accordance with the best practices and methods and shall comply with this Section as applicable.
3. All units of the same type shall be the product of one manufacturer.

B. CERTIFICATIONS

1. The manufacturers shall furnish an affidavit of compliance with Standards referred to herein.
2. Refer to PART 3 for testing required for certain items in addition to that required by referenced standards.

C. INSPECTION

1. Inspection of the units may also be made by the ENGINEER or other representative of the OWNER after delivery.
2. The equipment shall be subject to rejection at any time due to failure to meet any of the specified requirements, even though submittal data may have been accepted previously.
3. Equipment rejected after delivery shall be marked for identification and shall be removed from the job site at once.

1.5 SYSTEM DESCRIPTION

- A. All of the equipment and materials specified herein is intended to be standard for use in controlling the flow of finished water as noted on the Drawings.
- B. Valves, appurtenances, and miscellaneous items shall be installed as shown on the Drawings and as specified, so as to form complete workable systems.

1.6 DELIVERY STORAGE AND HANDLING

A. PACKAGING AND SHIPPING

1. Care shall be taken in loading, transporting, and unloading to prevent injury to the valves, appurtenances, or coatings.
 - a. Equipment shall not be dropped.
 - b. All valves and appurtenances shall be examined before installation and no piece shall be installed which is found to be defective.
 - c. Any damage to the coatings shall be repaired as acceptable to the Engineer.
2. Prior to shipping, the ends of all valves shall be acceptably covered to prevent entry of foreign material. Covers shall remain in place until after installation and connecting piping is completed.
 - a. All valves 3-in and larger shall be shipped and stored on site until time of use with wood or plywood covers on each valve end.
 - b. Valves smaller than 3-in shall be shipped and stored as above except that heavy

cardboard covers may be used on the openings.

- c. Rising stems and exposed stem valves shall be coated with a protective oil film which shall be maintained until the valve is installed and put into use.
- d. Any corrosion in evidence at the time of acceptance by the OWNER shall be removed, or the valve shall be removed and replaced.

B. STORAGE AND PROTECTION

- 1. Special care shall be taken to prevent plastic and similar brittle items from being directly exposed to the sun, or exposed to extremes in temperature, to prevent deformation.
- 2. See the individual piping sections and manufacturer's information for further requirements.

1.7 MAINTENANCE

- A. Special tools and the manufacturer's standard spare parts, if required for normal operation and maintenance, shall be supplied with the equipment, as specified herein.
- B. Provide all special tools required for normal maintenance.
 - 1. Tools shall be packaged in a steel case, clearly and indelibly marked on the exterior to indicate equipment for which tools are intended.
- C. Provide to the Owner a list of all spare and replacement parts with individual prices and location where they are available. Prices shall remain in effect for a period of not less than 1 year after start-up and final acceptance.

PART 2 – PRODUCTS

2.1 MATERIALS AND EQUIPMENT – GENERAL

- A. Reference is made to the construction Drawings for additional requirements, including nameplates, provisions for temporary pressure gauges, protection against electrolysis, and anchor bolts.
- B. The use of a manufacturer's name and/or model or catalog number is for the purpose of establishing the standard of quality and general configuration desired.
- C. Valves, hydrants and appurtenances shall be of the size shown on the Drawings or as noted and as far as possible equipment of the same type shall be identical and from one manufacturer.
- D. Valves, hydrants and appurtenances shall have the name of the maker, nominal size, flow directional arrows, working pressure for which they are designed and standard referenced, cast in raised letters or indelibly marked upon some appropriate part of the body.
- E. Unless otherwise noted, items shall have a minimum working pressure of 250 psi or be

of the same working pressure as the pipe they connect to, whichever is higher and suitable for the pressures noted where they are installed.

- F. Joints, size and material – unless otherwise noted or required by the Engineer:
 - 1. Except where noted, all joints referred to herein shall be of the same type, nominal diameter, material and with a minimum rating equal to the pipe or fittings they are connected to.
 - 2. Valves and appurtenances shall be of the same nominal diameter as the pipe or fittings they are connected to.
 - 3. All valves exposed to view, or in vaults.
 - a. 3-inch and smaller – threaded ends
 - b. 4-inch and larger – flanged ends.
- G. Provide all special adaptors as required to ensure compatibility between valves, appurtenances and adjacent pipe.
- H. Valves and actuators located outdoors but not within a building; within maximum 2-ft above liquid; in vaults; or where otherwise noted shall be especially designed for submerged service where water may completely submerge the valve and operator. All other units shall be as a minimum weather tight.

2.2 VALVE ACTUATORS GENERAL

- A. See the Paragraph 2.1H above for submergence requirements.
- B. The valve manufacturer shall supply and integrally, rigidly mount all actuators, including any type of manual or powered actuators, on valves at the factory. The valves and their individual actuators shall be shipped as a unit.
- C. Unless otherwise noted, valves shall be manually actuated; non-buried valves shall have an operating wheel, handle or lever mounted on the operator
- D. All actuators shall be capable of moving the valve from the full open to full close position and in reverse and holding the valve at any position part way between full open or closed.
- E. Each operating device shall have cast on it the word "OPEN" and an arrow indicating the direction of operation.
- F. Floor boxes for operating nuts recessed in concrete shall be standard cast iron type, cast-in-place, with fastening top by Clow or equal.
- G. Gear Actuators
 - 1. Unless otherwise noted, gear actuators shall be provided for the following: all valves of larger than 10-in nominal diameter; where specified and/or indicated on the Drawings; where manual operator effort is greater than 80 ft-lbs rim pull.

2. Gear actuators shall be of the worm or helical gear type with output shaft perpendicular to valve shaft, having a removable hand wheel mounted on the output shaft. Unless noted they shall conform to AWWA C504, but except with butterfly valves, need not be certified.
 3. Actuators shall be capable of being removed from the valve without dismantling the valve or removing the valve from the line.
 4. Gearing shall be machine-cut steel designed for smooth operation. Bearings shall be permanently lubricated, with bronze bearing bushings provided to take all thrusts and seals and to contain lubricants. Housings shall be sealed to exclude moisture and dirt, allow the reduction mechanisms to operate in lubricant and be of the same material as the valve body.
 5. Manual operator input effort to the handwheel shall be a maximum of 40 ft-lbs for operating the valve from full open to full close, under any conditions. Gear actuators shall indicate valve position and have adjustable stops. Maximum handwheel size shall be 24-in diameter.
- H. Additional valve actuators are included with the individual valve types and as noted in Paragraph 1.2 above.
- I. All position indication and direction of opening arrows shall be embossed, stamped, engraved, etched, or raised decals.

2.3 GATE VALVES 3-INCH AND LARGER)

A. GENERAL REQUIREMENTS

1. Unless otherwise specified below, these requirements shall apply to all gate valves.
2. Gate valves shall meet the requirements of AWWA C500, AWWA C509, AWWA C5151, as applicable to the type of valve specified.
3. Submerged valves shall be furnished with mechanical joints and stainless steel hardware; non-rising stem design.
4. Exposed valves shall be furnished with Class 125 flanged ends; provide valves with outside screw and yoke.
5. All-metal valves shall be manufactured of ASTM A126 Cast Iron, Class B, with bronze mounting design.
6. Rising stem valves shall be sealed with adjustable and replaceable packing; valve design must permit packing replacement under operating system pressures with only moderate leakage.
7. Non-rising stem valves shall use a double O-ring stem seal, except that packing shall be used where geared operators are required.

8. Except as otherwise specified, valves shall be rated for the following working water pressures:

| <u>Valve Size</u> | <u>Pressure (psig)</u> |
|-------------------|------------------------|
| 3-in to 12-in | 250 |
| 14-in to 20-in | 250 |
| 24-in and greater | 250 |

- a. All valve bodies shall be hydrostatically tested to at least twice the rated working water pressures.
 - b. Valves shall be seat-tested, bi-directional at the rated working pressures, with seat leakage not to exceed one fluid ounce per inch of valve diameter per hour.
 - c. Provide certificates of testing.
9. Flanged valves to have fact-to-face dimensions per ANSI B16.10 and flanges per ANSI B16.1.
10. All bonnet and packing gland bolts shall be zinc or cadmium electroplated steel; packing gland bolts shall have bronze nuts.
11. All valves shall be marked per AWWA Standards, including name of manufacturer, valve size and working pressure and year of manufacture.
12. Unless otherwise indicated, valves 12-in and smaller shall be capable of installation in the vertical or horizontal position, and sealing in both directions at the rated pressure.
13. Metal-seated valves shall be coated internally and externally with an asphaltic varnish, per AWWA C500.
14. Resilient seated valves shall be coated, interior and exterior, with fusion bonded epoxy per AWWA C550.

B. VALVE APPLICATIONS

1. Valves for Potable Water Service
 - a. Double disc design manufactured by American-Darling Valve; Kennedy Valve; M&H Valve Company; or approved equal.
 - b. Double revolving disc manufactured by American-Darling Valve.
2. At the Contractor's option and unless otherwise indicated, any of the listed valve style may be used, at no additional cost to the Owner.

C. VALVE REQUIREMENTS

1. Solid Wedge
 - a. Conform to AWWA C500.
 - b. Tongue and grooved guides for wedges.
2. Resilient Seated

- a. Conform to AWWA C509. Also UL and FM approved.
- b. Internal and external epoxy coating of valve body, including bonnet, per AWWA C550.
- c. Gate shall be encapsulated with synthetic rubber. It shall be bonded and vulcanized in accordance with ASTM B429 Method B.
- d. No recesses in valve body.

D. TAPPING VALVES AND SLEEVES

- 1. Tapping valves shall comply with the same requirements as solid wedge or double disc gate valves except they shall have the flanged end and port opening modified for tapping service.
- 2. Valves shall be capable of passing a full nominal sized cutter without damage to the valve.
- 3. The tapping sleeve shall be gray cast iron or ductile iron mechanical joint type with the outlet flange conforming to MSS-SP-60.
- 4. All water valves, 4-in and larger, shall be iron body gates, bronze trim, flanged ends, O.S.&Y. pattern, solid wedge, rising spindle, Jenkins No. 651, or Hammond 1R-1140.

2.4 HYDRANTS

A. TYPE: Compression/Post-type dry barrel.

B. CONSTRUCTION

- 1. Cast iron body.
- 2. Bronze Mounted
- 3. Working Pressure: 250 psi in accordance with AWWA C502.
- 4. Test Pressure: 400 psi in accordance with AWWA C502.

C. CONNECTIONS/FEATURES:

- 1. Main Valve:
 - a. Seat: Rubber
 - b. Opening: 5-1/4 inches
- 2. Pumper Connections:
 - a. Number: One NST, with 5" Stortz fitting and chained cap.
 - b. Diameter: 4-1/2 inches
- 3. Hose Connection:
 - a. Number: Two with chained caps.

- b. Diameter: 2-1/2 inches
- 4. Thread Type: National Standard
- 5. Nozzles: Bronze with “O”-ring type seals. Lead caulking will not be allowed.
- 6. Inlet:
 - a. Type: Mechanical Joint
 - b. Size: 6 inches

D. MISCELLANEOUS FEATURES:

- 1. Chained caps and operating nut shall be square, tapered from 7/8 inches at the top to one-inch at the bottom and shall turn to the left to open.
- 2. Provide barrel extension sections with stem extensions as required to set hydrant at grade level.
- 3. Provide ground (grade) line breakable component to protect the hydrant barrel from impact.
- 4. Provide cast iron safety stem coupling to keep the main valve closed if barrel and stem are damaged or separated from the hydrant.
- 5. Depth of Bury (Grade to top of inlet pipe): 4.5 feet (minimum).
- 6. Lubricant: USEPA approved food-grade grease. Oil will not be allowed.
- 7. Main stem and valve assembly shall be removable from top of hydrant for maintenance of valve seat.
- 8. Provide drain openings (minimum 3/8 inch diameter) to drain barrel standpipe completely when main valve is closed. Drain openings shall close completely with no leakage when main valve is opened

E. PAINT:

- 1. Use manufacturer’s standard paint system.
- 2. Color:
 - a. Body: Red
 - b. Bonnet: Red

F. PRODUCT AND MANUFACTURER:

- 1. Acceptable manufacturers and models are as follow:
 - a. Mueller Super Centurion A-423
 - b. American Darling B62B
 - c. Kennedy 81A
 - d. Clow Medallion

2.5 GATE VALVES FOR HYDRANTS; 6-INCH VALVE

- A. All gate valves shall conform to AWWA standard C509.
- B. Gate valves shall be installed in each hydrant installation between the hydrant and main line in accordance with the Warren County Standard Details W-8, W-9, and W-9A.
- C. Valves shall be iron body, bronze mounted with modified wedge disc, resilient seat.
- D. O-ring seals and non-rising stems to withstand working pressure of 250 psi and test pressure of 400 psi.
- E. The valves shall be equipped with mechanical joint ends and be provided with all required bolts, glands, and rubber gaskets. Provide grooved or shouldered.
- F. A valve box with cover shall be provided for each buried valve.
- G. PRODUCT AND MANUFACTURER:
 - 1. Acceptable manufacturers are as follow:
 - a. Clow; Dresser; and American Darling.

2.6 FLUSHING HYDRANT

- A. TYPE: 2-inch post with traffic break-away coupling.
- B. CONSTRUCTION:
 - 1. Nozzle: 2.5-inch brass NSFT with cap and chain
 - 2. Freeze proof
 - 3. Shoe Inlet Connection: 3-inch MJ
- C. MANUFACTURER
 - 1. M&H, Style 33
 - 2. Approved Equal

2.7 TAPPING SLEEVE AND VALVE

- A. Tapping Valve:
 - 1. Valve shall be cast iron body, bronze mounted, double disc, non-rising stem, parallel eat gate valve.
 - 2. Valve shall have “O” ring seals and shall conform to the requirements of AWWA C-500.
 - 3. The valve shall be designed for a test pressure of 200 psi.
 - 4. The tapping valve shall be provided with extra heavy ends designed for tapping

services. The flange on the sleeve end of the valve shall be drilled and faced to insure proper alignment with the saddle.

5. The other end connection shall be mechanical joint and suitable for bolting to the tapping machine.
6. Tapping sleeve shall be ductile iron, mechanical joint with a class 125 pound outlet flange.
7. Product and Manufacturer:
 - a. American Darling
 - b. U.S. Pipe
 - c. American Flow Control.
 - d. Or Equal

B. A valve box with cover shall be provided for each buried valve.

2.8 SERVICE VALVES

A. CORPORATION STOPS

1. Provide ball type corporation stops conforming to AWWA Standard C800 and of all bronze construction.
2. Corporation stop diameter shall be a minimum 3/4-inch up to 2-inch as required or shown on the Warren County Standard Detail W-10.
3. Threaded tap end of stop shall have AWWA (Mueller) standard taper threads with the service line connection end for flared fitting copper tubing.
4. Acceptable Manufacturer:
 - a. Ford Co. Model F-1000 or FB-1000.

2.9 WATER METERS AND PITS

A. Comply with the Warren County Water and Sewer Standard Details W-10 through W-15C.

2.10 SURFACE PREPARATION AND SHOP COATINGS

- A. Notwithstanding any of the specified requirements, all coatings and lubricants in contact with potable water shall be certified as acceptable for use with that fluid.
- B. If the manufacturer's requirement is not to require finished coating on any interior surfaces, then manufacturer shall so state and no interior finish coating will be required, if acceptable to the ENGINEER.
- C. The exterior surface of various parts of valves, operators, floor-stands and miscellaneous piping shall be thoroughly cleaned of all scale, dirt, grease or other foreign matter and thereafter one shop coat of an approved rust-inhibitive primer shall

be applied in accordance with the instructions of the paint manufacturer or other primer compatible with the finish coat provided.

- D. Unless otherwise noted, interior ferrous surfaces of all valves shall be given a shop finish of an asphalt varnish conforming to AWWA C509, (except mounting faces/surfaces) or epoxy AWWA C550 with a minimum thickness of 4 mil.
- E. Ferrous surfaces obviously not to be painted shall be given a shop coat of grease or other suitable rust-resistant coating. Mounting surfaces shall be especially coated with a rust preventative.
- F. Special care shall be taken to protect uncoated items and plastic items, especially from environmental damage.

2.11 FACTORY INSPECTION, TESTING AND CORRECTION OF DEFICIENCIES

- A. Factory inspection, testing and correction of deficiencies shall be done in accordance with the referenced standards and as noted herein.
- B. See Division 1 for additional requirements. Also refer to PART 1, especially for required submission of test data to the ENGINEER.
- C. In addition to all tests required by the referenced standards, the following shall also be factory tested:
 - 1. All types of air and vacuum valves.

PART 3 – EXECUTION

3.1 INSTALLATION – GENERAL

- A. All valves, hydrants and appurtenances shall be installed per the manufacturer's instructions in the locations shown, true to alignment and rigidly supported. Any damage to the above items shall be repaired to the satisfaction of the ENGINEER before they are installed.
- B. Install all brackets, extension rods, guides, the various types of operators and appurtenances as shown on the Drawings, or otherwise required. Before setting these items, check all Drawings and figures which have a direct bearing on their location.
- C. The CONTRACTOR shall be responsible for the proper location of valves and appurtenances during the construction of the work.
- D. All materials shall be carefully inspected for defects in construction and materials.
 - 1. All debris and foreign material shall be cleaned out of openings, etc.
 - 2. All valve flange covers shall remain in place until connected piping is in place.
 - 3. All operating mechanisms shall be operated to check their proper functioning and all nuts and bolts checked for tightness.

4. Valves and other equipment which do not operate easily, or are otherwise defective, shall be repaired or replaced at no additional cost to the OWNER.
- E. Where installation is covered by a referenced standard, installation shall be in accordance with that standard, except as herein modified, and the CONTRACTOR shall certify such. Also note additional requirements in other parts of this Section.
- F. Unless otherwise noted, joints for valves and appurtenances shall be made up utilizing the same procedures as specified under the applicable type connecting pipe joint and all valves and other items shall be installed in the proper position as recommended by the manufacturer.
- G. CONTRACTOR shall be responsible for verifying manufacturers' torquing requirements for all valves.

3.2 INSTALLATION OF VALVE BOXES

- A. Valve boxes shall be set plumb, and centered with the bodies directly over the operating nuts.
- B. The valve box shall be set so traffic loads are not transmitted to the valve.
- C. Any valve box set too high or too low shall be adjusted at the Contractor's expense.

3.3 INSTALLATION OF FIRE HYDRANTS

- A. Hydrants shall be set on a solid concrete block unit 1'6" x 8" x 1'-4" and backfill with No. 57 gravel.
- B. Concrete blocks shall be set at the back and both sides of the hydrant to hold it solid and in vertical position.
- C. The hydrant shall be set with the center of the lowest nozzle at least 15-inches, but not more than 18-inches above finished grade and/or as approved by the Engineer.
- D. The pumper nozzle shall be oriented normal to the edge of pavement.
- E. The hydrant shall be harnessed to the gate valve and the gate valve shall be harnessed to the main line by using suitable tie anchor pipe and fittings to suit the installation as shown on the Drawings and Standard Detail W-8.
- F. The gate valves shall be in accordance with Paragraph 2.5.

3.4 INSPECTION, TESTING, AND CORRECTION OF DEFICIENCIES

- A. Unless otherwise noted, all operational devices shall be installed with the units of the factory, as shown on the Drawings or as acceptable to the ENGINEER to allow accessibility to operate and maintain the item and to prevent interference with other piping, valves and appurtenances.

- B. For manually operated valves 3-in in diameter and smaller, valve operators and indicators shall be rotated to display toward normal operation locations.
- C. Floor boxes, valve boxes, extension stems and low floor stands shall be installed vertically centered over the operating nut, with couplings as required and the elevation of the box top shall be adjusted to conform with the elevation of the finished floor surface or grade at the completion of the Contract.
- D. Boxes and stem guides shall be adequately supported during concrete pouring to maintain vertical alignment.

3.5 INSPECTION, TESTING, AND CORRECTION OF DEFICIENCIES

- A. See also Division 1.
- B. Take care not to over pressure valves or appurtenances during pipe testing.
- C. If any unit proves to be defective, it shall be replaced or repaired to the satisfaction of the ENGINEER.
- D. Functional Test: Prior to plant startup, all items shall be inspected for proper alignment, quiet operation, proper connection and satisfactory performance. All units shall be operated continuously while connected to the attached piping for at least one hour, without vibration, jamming, leakage, or overheating and perform the specified function.
- E. The various pipe lines in which the valves and appurtenances are to be installed are specified to be field tested. During these tests any defective valve or appurtenance shall be adjusted, removed and replaced, or otherwise made acceptable to the ENGINEER.
- F. Various regulating valves, strainers, or other appurtenances shall be tested to demonstrate their conformance with the specified operational capabilities and any deficiencies shall be corrected or the device replaced or otherwise made acceptable to the ENGINEER.

3.6 CLEANING

- A. All items (including valve interiors) shall be cleaned prior to installation, testing, disinfection and final acceptance.

3.7 DISINFECTION

- A. Disinfection of valves and appurtenances on all potable water lines and where otherwise noted, shall be as noted in Section 33 11 13, Public Water Utility Distribution Piping.

END OF SECTION

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BOARD OF COUNTY COMMISSIONERS
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ADVERTISEMENT FOR BIDS

Sealed bids will be received by the Clerk of the County Commissioners, Warren County, Ohio, 406 Justice Drive, Lebanon, Ohio 45036, until 11:00 AM, Thursday June 8, 2023, at the Office of the Warren County Commissioners, and then at said time bids will be opened and read aloud for the Moreland Acres Water Main Replacement Project.

Bid documents including terms, general conditions, supplemental conditions, specifications, and drawings are available online at <https://www.co.warren.oh.us/Commissioners/Bids/Default.aspx>. Questions regarding the technical specifications should be in writing and directed to Kathryn Gilbert at the Warren County Water and Sewer Department, Kathryn.Gilbert@co.warren.oh.us, (513) 695-1645. To be given consideration all questions must be received by 4:00 pm on Thursday, June 1, 2023. Contact the Warren County Commissioners Office at (513) 695-1250 should you need assistance in accessing the bidding information on the County website.

The project generally consists of the installation of approximately 3,500 feet of 6" ductile iron water main and 285 feet of 4" ductile iron water main along Moreland Drive, Jeff Drive, and Celeste Drive in Franklin Township, Warren County, Ohio.

Please be aware that if you are downloading this document to bid this project, and in order to stay updated on any change, please email Krystal Powell in the Commissioners' Office at krystal.powell@co.warren.oh.us with your contact information.

The Board of Warren County Commissioners reserve the right to accept the lowest and best bid, to reject all bids, and to waive any irregularities in bids.

By order of the Board of County Commissioners, Warren County, Ohio.

Tina Osborne, Clerk