



**CONTRACT DOCUMENTS  
AND  
TECHNICAL SPECIFICATIONS  
FOR**

**BGJWSC NORTH  
MAINLAND PHASE II AND  
III IMPROVEMENTS  
DIVISION I – CIPP SEWER**



PREPARED FOR:  
BRUNSWICK-GLYNN COUNTY  
JOINT WATER & SEWER  
COMMISSION

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**Note: Brunswick-Glynn County Water & Sewer Commission Specifications will Supersede these Specifications in Case of Discrepancies.**

**DOCUMENT 00021****INVITATION TO BID**

1. Sealed proposals for BGJWSC North Mainland Phase II and III Improvements, owned by Brunswick-Glynn County Joint Water & Sewer Commission (BGJWSC), will be received by the Procurement Office at the BGJWSC Headquarters, 1703 Gloucester Street, Brunswick, GA 31520 until **Tuesday, June 18, 2019 at 12:00 NOON**, at which time they will be publicly opened.
2. The project consists of the following generally described work:

The project includes the repair of gravity sewer mains located from B and W Grade Road to the Academy Creek Treatment Plant. The proposed construction consists of the repair of approximately 7,800 LF of 30-inch diameter and 425 LF of 42-inch diameter RCP pipe to be repaired by Cured-In-Place Pipe (CIPP). Additionally, the project includes the repair of approximately 70 manholes. Work shall include all labor, equipment, materials, appurtenances and incidentals required to complete this project.
3. Electronic copy of plans and specifications are available at the BGJWSC website: [www.bgjwsc.org](http://www.bgjwsc.org). All questions should be submitted in writing to the Procurement Director, Pam Crosby via email at [pcrosby@bgjwsc.org](mailto:pcrosby@bgjwsc.org). All answers to questions submitted or changes to plans and specifications will be posted under the following link: <https://www.bgjwsc.org/departments/procurement/>
4. Pre-Qualifications: For a BIDDER to be considered, BIDDER shall have installed a minimum of 200,000 linear feet or 200 manhole-to-manhole line sections of successful CIPP system installations in the U.S. and 100,000 linear feet in Georgia. At least half of the above amounts shall be 30-inches in diameter or greater. In addition, at least 50,000 linear feet of the product shall have been in successful service for a minimum of five (5) years. Further, a minimum of three (3) references shall be provided.
5. Bids shall be accompanied by a bid bond or certified cashier's check in an amount not less than 10% of the base bid. All bonds shall be by a surety company licensed in Georgia with an "A" minimum rating of performance and a financial strength of at least five times the contract price as listed in the most current publication of "Best's Key Rating Guide Property Liability." Performance and Payment Bonds, each in an amount equal to 100% of the contract price shall be required of the successful bidder if contract is awarded. Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.
6. Owner reserves the right to reject any or all Bids, including without limitation, the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes it would not be in the best interest of the Project to make an award to Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner.

Brunswick-Glynn County Joint Water & Sewer Commission  
1703 Gloucester Street  
Brunswick, GA 31520

END OF INVITATION TO BID

**DOCUMENT 00110****INSTRUCTIONS TO BIDDERS**

**INTENTION:** It is intended the Instructions to Bidders, General Conditions, Supplementary Conditions, Technical Specifications and Construction Drawings shall cover the complete work to which they relate.

**ARTICLE 1**     **DEFINED TERMS:** In addition to the terms defined in the General Conditions, (EJCDC C-700)(2007), additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

- 1.1.     **Bidder** - One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to a Bidder.
- 1.2.     **Successful Bidder** - The lowest, responsible, and responsive Bidder to whom Owner (based on Owner's evaluation as hereinafter provided) makes an award.
- 1.3.     **Bid** - A complete and properly signed offer to execute work for the prices stipulated in Bid Form and submitted in accordance with the Bidding Documents.
- 1.4.     **Addenda** - Graphic or written documents issued by Engineer prior to the opening of Bids issued to clarify, revise, add to, or delete information in the original bidding documents or in previous addenda.

**ARTICLE 2**     **BID FORM:** All Bids must be made upon the Bid Forms hereto annexed, and shall state the amount bid for each item shown, and all bids must be for materials and work called for in the specifications.

- 2.1       The Bid Form is included with the Bidding Documents;
- 2.2       All blanks on the Bid Form must be completed by printing in black ink or by typewriter.
- 2.3       Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 2.4       All names must be typed or printed in black ink below the signature.
- 2.5       The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form.)
- 2.6       The address and telephone number for communications regarding the Bid must be shown.

### **ARTICLE 3      QUALIFICATIONS OF BIDDERS:**

- 3.1 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after Bid opening upon Owner's request detailed written evidence such as financial data, previous experience, present commitments, and other such data as may be necessary to assist Owner in determining Contractor's qualifications.
- 3.2 Each Bid must contain evidence of Contractor's authority to conduct business in the state where the Work is to be performed. State Contractor license number, if applicable, must also be shown on the Bid Form.

### **ARTICLE 4      COPIES OF BIDDING DOCUMENTS:**

- 4.1 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 4.2 Owner and Engineer in making Bidding Documents available via the BGJWSC Website, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

### **ARTICLE 5      EXAMINATION OF BIDDING DOCUMENTS, OTHER DATA, AND SITE:**

- 5.1 It is the responsibility of each Bidder before submitting a bid:
  - 5.1.1 To examine and study thoroughly the Bidding Documents and other related data identified in the Bidding Documents;
  - 5.1.2 To visit the work site to ascertain by inspection pertinent local conditions such as location, character and accessibility of the site including existing surface and subsurface conditions in the work area; availability of facilities, location and character of existing work within or adjacent thereto, labor conditions, etc.
  - 5.1.3 To become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
  - 5.1.4 To obtain and carefully study (or assume responsibility for doing so) all addition or supplementary examination investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, an Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance or the Work or which relate any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required of the bidding documents, and safety precautions and programs incident thereto;

- 5.1.5 To study and carefully correlate Bidder's knowledge and observations with the Bidding Documents and such other related data; and
  - 5.1.6 To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Bidding Documents and such other related documents;
  - 5.1.7 to agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
  - 5.1.8 To become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;
  - 5.1.9 To determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 5.2 The Owner shall make available to all prospective bidders, previous to receipt of bids, information that it may have as to sub-soil conditions and surface topography at the work site. Such information shall be given as the best factual information available without being considered as a representation of the Owner.
- 5.3 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 5, that without exception, the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by ENGINEER are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

**ARTICLE 6      OMITTED**

**ARTICLE 7      INTERPRETATIONS AND ADDENDA:**

- 7.1 All questions about the meaning or intent of the Bidding Documents are to be directed to Procurement Director, Pamela Crosby. The person submitting the request shall do so in writing via email (pcrosby@bgjwsc.org) and be responsible for its prompt delivery. Interpretations or clarifications considered necessary by staff in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Deadline for questions is 5:00p.m. EST on Friday, June 5, 2019. Only questions answered by formal written

Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 7.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

## **ARTICLE 8 BID SECURITY:**

- 8.1 Each Bid must be accompanied by Bid security made payable to Owner in an amount of ten percent of Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety company licensed in Georgia with an "A" minimum rating of performance and a financial strength of at least five times the contract price as listed in the most current publication of "Best's Key Rating Guide Property Liability."
- 8.2 The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the sixty-first day after the Bid opening, whereupon Bid security furnished by such bidders will be returned. Bid security with Bids that are not competitive will be returned within seven days after the Bid opening.

**ARTICLE 9 CONTRACT COMPLETION TIME:** The number of days within which, or by which the Work is to be (a) Substantially Completed and (b) also completed and ready for final payment are set forth in the Agreement. Provisions for liquidated damages, if any, are set forth in the Agreement.

## **ARTICLE 10 SUBSTITUTE AND "OR-EQUAL" ITEMS:**

- 10.1 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in the General Conditions and may be supplemented in the General Requirements.

## **ARTICLE 11 SUBCONTRACTORS, SUPPLIERS, AND OTHERS:**

- 11.1 Each bid must be accompanied by a list of Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects

and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, OWNER or ENGINEER may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

- 11.2 If apparent Successful Bidder declines to make any such substitution, OWNER may award the Contract to the next lowest Bidder proposing to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which OWNER or ENGINEER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.
- 11.3 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection.

**ARTICLE 12 SUBMITTAL OF BIDS:** Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be enclosed in a sealed opaque envelope, marked with the project title, and name and address of Bidder, and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Contractor license number(s) shall be written on the face of the bid envelope.

Each Bidder is responsible for seeing their Bid is received by the Owner not later than the advertised time set for the opening of Bids.

**ARTICLE 13 MODIFICATION AND WITHDRAWAL OF BIDS:**

- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner 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.
- 13.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner there was a material and substantial mistake in the preparation of its Bid, Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, Bidder will be disqualified from further bidding on the Work to be provided.

**ARTICLE 14 OPENING OF BIDS:** Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where Bids are to be submitted. An abstract of the amount of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

**ARTICLE 15 ACCEPTANCE OF BIDS:** Bids may not be withdrawn (except as noted in Paragraph 13) after the time set for the opening of Bids. Bids will remain subject



to acceptance for 60 days after the day of the Bid opening, but the Owner may, in its sole discretion, release any Bid and return the Bid security prior to expiration of the acceptance period.

#### **ARTICLE 16      AWARD OF CONTRACT:**

- 16.1      Owner reserves the right to reject any or all Bids, including without limitation, the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes it would not be in the best interest of the Project to make an award to a Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner.
  
- 16.2      Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
  
- 16.3      In evaluating Bids, Owner will consider the qualification of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.  
  
             The Owner will also consider whether the Bidder involved:
  - a) Maintains a permanent place of business;
  - b) Has adequate plant and equipment to do the work properly and expeditiously;
  - c) Has suitable financial status to meet obligations incidental to the work;
  - d) Has appropriate technical experience.
  
- 16.4.      Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
  
- 16.5.      Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

- 16.6. If the contract is to be awarded, it will be awarded to the Bidder whose evaluation by Owner indicates the award will be in the best interest of the Project.
- 16.7. If the contract is to be awarded, Owner will give Successful Bidder a Notice of Award within 60 days after the day of the Bid opening.

**ARTICLE 17      MODIFICATIONS OF QUANTITIES:** If the lowest bona fide Bid exceeds the money available for the Work, the Owner reserves the right to delete enough of the Work to bring the cost within the available funds. The Owner also reserves the right to delete whichever items or portions of items considered to be in the best interest of the Owner.

**ARTICLE 18      CONTRACT SECURITY:** The General Conditions and Supplementary Conditions set forth Owner's requirements as to performance and payment bonds. When the Successful Bidder delivers the executed Agreement to the Owner, it must be accompanied by the required performance and payment bonds.

**ARTICLE 19      SIGNING THE AGREEMENT:** When the Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within 15 days thereafter, Contractor shall sign and deliver the required counterparts of the Agreement and attached documents to Owner with the required Bonds. Within 10 days thereafter, Owner shall deliver one fully signed counterpart to Contractor.

**ARTICLE 20      LAWS AND REGULATIONS:** The Contractor shall comply with local, District, County, State, and Federal laws applicable to the work.

The Contractor shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 as amended through January 1, 2004 (PL 91-596) and under Section 107 of the Contract Work and Safety Standards Act (PL) 91-54). The regulations are administered by the Department of Labor and the Contractor shall allow access to the project to personnel from this Department.

**ARTICLE 21      CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE:** Contractor shall not commence work under this contract until obtaining all the insurance required by the Supplementary Conditions.

**ARTICLE 22      TERMINATION OF CONTRACT:** If the Owner is made to stop construction of the work because of an order from a Court or State Department, the contract shall be terminated. Payment will be made for work completed and a proration of the work underway, materials stored, and for the overhead and profit of the completed work and work underway. Payment will not be made for anticipated profit and overhead on work not completed or underway.

**DOCUMENT 00313****BID FORM**

**PROJECT IDENTIFICATION:** **BGJWSC NORTH MAINLAND PHASE II AND III  
IMPROVEMENTS DIVISION I – CIPP SEWER**

**CONTRACT IDENTIFICATION  
AND NUMBER:** **IFB No.19-017**

**THIS BID IS SUBMITTED TO:** **BGJWSC - Office of Procurement  
1703 Gloucester Street  
Brunswick, Georgia 31520**

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 10 days after the day of Bid opening, or for such longer period of time BIDDER may agree to in writing upon request of OWNER.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - a. BIDDER has examined and carefully studied the Plans and Specifications for the work and contractual documents relative thereto, and has read all Technical Provisions, Supplementary Conditions, and General Conditions, furnished prior to the opening of Bids and can fulfill the requirements of the work to be performed.
  - b. BIDDER further acknowledges hereby receipt of the following Addenda:

ADDENDUM NO.	DATE

- c. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions possibly affecting cost, progress, performance and furnishing of the Work;
- d. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations possibly affecting cost, progress, performance and furnishing of the Work.

- e. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structure at or contiguous to the site (except underground Facilities) have been identified in the Supplementary Conditions. BIDDER acknowledges such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Bidding Documents.
  - f. BIDDER is aware of the general nature of Work to be performed by Owner and others at the site relating to Work for which this Bid is submitted as indicated in the Bidding Documents.
  - g. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
  - h. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies BIDDER has discovered in the Bidding Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
  - i. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

BID ITEMS					
SANITARY SEWER REHABILITATION					
Item	Description	Quantity	Units	Unit Price	Total
	Cleaning and TV Inspection <sup>1</sup>	5,680	LF		
	Re-Establish Service Connection	6	EA		
	Bypass Pumping	1	LS		
	Traffic Control	1	LS		
	Traffic Control Along Old Jesup Road (From Manhole #40350390 to Manhole #40350280)	1	LS		
	Trim Intruding Rebar Within Gravity Sewer Pipe	20	EA		
	Trim Intruding Sealing Rings Within Gravity Sewer Pipe	20	EA		
	Cured-In-Place (CIPP) - 30" RCP Sanitary Sewer Main	7,594	LF		
	Cured-In-Place (CIPP) - 42" RCP Sanitary Sewer Main	414	LF		
	Standard Point Repair, 30" RCP Sanitary Sewer with 30" PVC (AWWA C900, DR18) <sup>2</sup>	8	EA		
	Standard Point Repair, 36" VCP Sanitary Sewer with 36" PVC (AWWA C900, DR18) <sup>2</sup>	2	EA		
	Standard Point Repair, 42" RCP Sanitary Sewer with 42" PVC (AWWA C900, DR18) <sup>2</sup>	2	EA		
	16" Dia PVC Force Main (AWWA C900, DR18)	115	LF		
	Force Main Fittings	606	LBS		
Sub-Total : SANITARY SEWER REHABILITATION					
SANITARY SEWER MANHOLE REHABILITATION					
Item	Description	Quantity	Units	Unit Price	Total
	Remove and Replace Existing MH #40350440	JOB	-	LUMP SUM	
	Proposed 8' I.D. Saddle MH #40350431	1	EA		
	Rehabilitate MH #40350430 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #40350420 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #40350410 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #40350400 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #40350390 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	

	Rehabilitate MH #40350380 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #40350370 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #40350360 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #40350350 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #40350340 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #40350330 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #40350320 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #40350310 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #40350300 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #40350290 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #40350280 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #40350270 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #40350260 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #40350250 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #40350240 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #40350230 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #40350220 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #40350210 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #40350200 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #40350190 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #40350180 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #40350170 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #40350160 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #40350150 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	

	Rehabilitate MH #40350140 - Clean and Coat Existing Manhole. Re-Build Benches.	JOB	-	LUMP SUM	
	Rehabilitate MH #40350130 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #40350120 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #40350110 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #40350100 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #40350090 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #40350080 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Clean MH #40350070	JOB	-	LUMP SUM	
	Rehabilitate MH #40350062 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #40350061 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Remove and Replace MH #40350060 with 6-ft I.D. Manhole	JOB	-	LUMP SUM	
	Remove and Replace MH #40350050 with 6-ft I.D. Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #40350040 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #40350030 - Clean and Coat Existing Manhole. Re-Build Benches.	JOB	-	LUMP SUM	
	Rehabilitate MH #40350020 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Remove and Replace MH #40350010 with 6-ft I.D. Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #4WTP0300 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #4WTP0290 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #4WTP0280 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Clean MH #4WTP0270	JOB	-	LUMP SUM	
	Rehabilitate MH #4WTP0260 - Clean and Coat Existing Manhole. Re-Build Benches.	JOB	-	LUMP SUM	
	Rehabilitate MH #4WTP0250 - Clean and Coat Existing Manhole. Re-Build Benches.	JOB	-	LUMP SUM	
	Rehabilitate MH #4WTP0240 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #4WTP0230 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #4WTP0220 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	

	Rehabilitate MH #4WTP0210 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #4WTP0200 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #4WTP0190 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Clean MH #4WTP0180	JOB	-	LUMP SUM	
	Clean MH #4WTP0170	JOB	-	LUMP SUM	
	Rehabilitate MH #4WTP0160 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #4WTP0150 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #4WTP0140 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #4WTP0130 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #4WTP0120 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #4WTP0110 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #4WTP0100 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #4WTP0090 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Rehabilitate MH #4WTP0020 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	
	Stone Backfill <sup>2</sup>	50	CY		
	Sand Backfill <sup>2</sup>	50	CY		
Sub-Total : SANITARY SEWER MANHOLE REHABILITATION					
Sub-Total : SANITARY SEWER REHABILITATION					
Sub-Total : SANITARY SEWER MANHOLE REHABILITATION					
<b>TOTAL BID:</b>					
1	This item includes all sanitary sewer pipes that are specifically called out on the plans to be cleaned. This does not include any CIPP or any existing pipe not called out on the plans to be cleaned.				
2	These items are of an indeterminate quantity and are presented only to establish a unit price. These items may or may not be utilized in the construction of the project. No payment will be made for these items without written authorization from Owner or Engineer.				



TOTAL BID FOR ALL ESTIMATED PRICES \_\_\_\_\_  
(Use words)

\_\_\_\_\_  
(Figures)

Unit Prices have been computed in accordance with paragraph 11.03.C of the General Conditions.

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

5. BIDDER agrees the Work will be substantially complete within 120 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 150 calendar days after the date when the Contract Times commence to run. Prior to beginning construction, BIDDER shall submit a detailed schedule to OWNER and ENGINEER including, but not limited to, start/finish of cleaning by section, start/finish of lining by section, and start/finish of manhole repairs by section.

All railroad sites will require a delayed start until appropriate Permits are required. BIDDER shall acknowledge this and make accommodations within the detailed schedule submitted to OWNER and ENGINEER.

6. BIDDER accepts provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within times specified in the Agreement.
7. The following documents are attached to and made a condition of this Bid:
  - a. Required Bid Security in the form of 10 percent of the Bid Total Price.
  - b. A tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified in this Bid.
  - c. Required BIDDER's Qualification Statement with supporting data.
8. The undersigned further agrees in case of failure on his/her part to execute the said contract and the Bond within 15 consecutive calendar days after written notice being given of the award of the contract, the check or bid bond accompanying this bid, and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure, otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.
9. Communications concerning this Bid shall be addressed to:

Attn: Procurement Officer, Pam Crosby  
Brunswick-Glynn County Joint Water and Sewer Commission  
1703 Gloucester Street  
Brunswick, GA 31520  
[pcrosby@bgjwsc.org](mailto:pcrosby@bgjwsc.org)  
912-261-7127

10. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions of Instructions.

SUBMITTED on \_\_\_\_\_, 2019.

\_\_\_\_\_  
CONTRACTOR'S NAME

ADDRESS:

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

BY: \_\_\_\_\_

\_\_\_\_\_

State Contractor License No. \_\_\_\_\_GA

## DOCUMENT 00411

## BID BOND

**BIDDER** (Name and Address):

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**OWNER** (Name and Address):**Brunswick-Glynn County Joint Water and Sewer Commission****1703 Gloucester Street****Brunswick, GA 31520****BID**BID DUE DATE: June 18, 2019

PROJECT (Brief Description Including Location):

The project includes the repair of gravity sewer mains located from B and W Grade Road to the Academy Creek Treatment Plant. The proposed construction consists of the repair of approximately 7,800 LF of 30-inch diameter and 425 LF of 42-inch diameter RCP pipe to be repaired by Cured-In-Place Pipe (CIPP). Additionally, the project includes the repair of approximately 70 manholes. Work shall include all labor, equipment, materials, appurtenances and incidentals required to complete this project.

**BOND**

BOND NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

(Not later than Bid Due Date)

PENAL SUM: \_\_\_\_\_

(10% of Bid Sum)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**BIDDER****SURETY**\_\_\_\_\_  
(Seal)

Bidder's Name and Corporate Seal

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and TitleBy: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)Attest: \_\_\_\_\_  
Signature and TitleAttest: \_\_\_\_\_  
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.  
(2) Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

**PENAL SUM FORM**

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

**DOCUMENT 00506****STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR**

**THIS AGREEMENT** is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2019 by and between Brunswick-Glynn County Joint Water and Sewer Commission (BGJWSC) (hereinafter called OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project includes the repair of gravity sewer mains located from B and W Grade Road to the Academy Creek Treatment Plant. The proposed construction consists of the repair of approximately 7,800 LF of 30-inch diameter and 425 LF of 42-inch diameter RCP pipe to be repaired by Cured-In-Place Pipe (CIPP). Additionally, the project includes the repair of approximately 70 manholes. Work shall include all labor, equipment, materials, appurtenances and incidentals required to complete this project.

**ARTICLE 2 ENGINEER**

The Project has been designed by Thomas & Hutton Engineering Co. who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 3 CONTRACT TIMES**

All time limits for Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of essence to the Contract.

- 3.1 The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 150 days after the date when the Contract Times commence to run. Included in the contract times are 30 days for rain delay. Time delays due to rain in excess of the above days shall be reported by the Contractor to the Engineer in writing, within 30 days of each event.
- 3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize time is of the essence for this Agreement and OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss

suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree to liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay OWNER One Thousand dollars (\$1,000.00 ) for each day expiring after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR, shall pay One Thousand dollars (\$1,000.00) for each day expiring after the time specified in paragraph 3.1 for completion and readiness for final payment.

## ARTICLE 4 CONTRACT PRICE

#### 4.1 UNIT PRICE WORK

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds of the amounts determined for all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of item as indicated in the CONTRACTOR'S UNIT PRICE BID (attached hereto as an exhibit), said amount being:

\_\_\_\_\_ (dollars), \$ \_\_\_\_\_  
(use words) (figures)

As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03C of the General Conditions.

## ARTICLE 5 PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 *Progress Payments; Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the **25<sup>th</sup>** day of each month during performance of the Work as provided in paragraphs 5.1.1., 5.1.1.2. and 5.2. below. All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) as provided in the General Requirements.
- 5.1.1 *For Cost of Work:* Progress payments on account of the Cost of the Work will be made:
- 5.1.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may

withhold, in accordance with paragraph 14.02 of the General Conditions.

**90%** of the Work completed (with the balance being retainage). If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

**90%** of Cost of the Work (with the balance being retainage) applicable to materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02.A.1 of the General Conditions).

5.1.1.2 Upon Substantial Completion, in an amount sufficient to increase the total payments to CONTRACTOR to **95%** of the Cost of the Work, (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

5.2 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

## **ARTICLE 6      INTEREST**

All moneys not paid within thirty (30) days of the due date as provided in Article 14 of the General Conditions, shall bear interest at the rate of 6 percent annually or the minimum required by law at the place of the Project, whichever is greater.

## **ARTICLE 7      CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda indicated in Article 8 hereinafter) and the other related data identified in the Bidding Documents.
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions possibly affecting cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations possibly affecting cost, progress, performance and furnishing of the Work.

- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. CONTRACTOR acknowledges such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site relating to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 8      CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 Invitation to Bid (Pages 00021-1 to 00021-1, inclusive)
- 8.2 Instructions to Bidders (pages 00110-1 to 00110-7, inclusive)
- 8.3 Bid Form (pages 00313-1 to 00313-8, inclusive)
- 8.4 Bid Bond (pages 00411-1 to 00411-2, inclusive)



- 8.5 Standard Form of Agreement Between Owner and Contractor (pages 00506-1 to 00506-7, inclusive)
- 8.6 Performance Bond (pages 00611-1 to 00611-6, Inclusive)
- 8.7 Payment Bond (pages 00621-1 to 00621-6, inclusive)
- 8.8 Notice of Award (pages 00631-1 to 00631-3, inclusive)
- 8.9 Notice to Proceed (pages 00641-1 to 00641-2, inclusive)
- 8.10 General Conditions (pages 1 to 62, inclusive)
- 8.11 Special Conditions (pages 00710-1 to 00710-6, inclusive)
- 8.12 Supplementary Conditions (pages 00815-1 to 00815-5, inclusive)
- 8.13 Summary of Work (pages 01011-1 to 01011-2, inclusive)
- 8.14 Measurement and Payment (pages 01025-1 to 01025-2, inclusive)
- 8.15 Bidder's Qualifications (pages 01135-1 to 00135-9, inclusive)
- 8.16 Submittals (pages 01300-1 to 01300-14, inclusive)
- 8.17 Quality Control (pages 01400-1 to 01400-3, inclusive)
- 8.18 Testing Services (pages 01410-1 to 01410-6, inclusive)
- 8.19 Contract Closeout (pages 01702-1 to 01702-4, inclusive)
- 8.20 Operations and Maintenance (pages 01730-1 to 1730-4, inclusive)
- 8.21 Warranties (pages 01740-1 to 01740-2, inclusive)
- 8.22 Bonds (pages 01741-1 to 1741-2, inclusive)
- 8.23 Technical Specifications consisting of four (4) sections, as listed in the Table of Contents.
- 8.24 Drawings consisting of sheets CO through C2.8 with each sheet bearing the following general title:

<b>SHEET NO.</b>	<b>TITLE</b>	<b>FILE NUMBER</b>
CO	COVER SHEET	27784.0000
G1.1	GENERAL NOTES	27784.0000
C0.1	OVERALL SITE PLAN	27784.0000
C1.1-1.8	GRAVITY SEWER PLAN	27784.0000
C2.1-2.4	DETAILS	27784.0000
C2.5	GDOT STANDARD BRICK MANHOLE	27784.0000
C2.6	GDOT STANDARD CONCRETE MANHOLE DETAIL	27784.0000

SHEET NO.	TITLE	FILE NUMBER
C2.7	GDOT STANDARD PAVEMENT REPLACEMENT DETAIL	27784.0000
C2.8	BYPASS PUMPING SCHEMATIC	27784.0000

- a. CONTRACTOR's Bid (page \_\_\_\_\_ through page \_\_\_\_\_ inclusive) marked "Exhibit \_\_\_\_\_."
- b. Documentation submitted by CONTRACTOR prior to Notice of Award (pages \_\_\_\_ to \_\_\_\_, inclusive).
- c. Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

## **ARTICLE 9 MISCELLANEOUS**

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys becoming due and moneys due, may not be assigned without such consent (except to the extent the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision coming as close as possible to expressing the intention of the stricken provision.

## **ARTICLE 10 OTHER PROVISIONS**

- 10.1 Specific areas, of the Work, as outlined in Article 1 of this Contract, must be completed at night. Prior to construction a Pre-Construction meeting will be required between the OWNER, CONTRACTOR, and ENGINEER to determine areas of work that shall be completed at night. Any other outstanding concerns shall be addressed at this meeting.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in five counterparts. Two counterparts each have been delivered to OWNER and CONTRACTOR and one counterpart to ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by Owner and Contractor or identified by ENGINEER on their behalf.

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

OWNER Brunswick-Glynn County Joint Water  
and Sewer Commission (BGJWSC)

CONTRACTOR\_\_\_\_\_

BY (typed) \_\_\_\_\_

BY (typed)\_\_\_\_\_

BY \_\_\_\_\_

BY\_\_\_\_\_

ATTEST \_\_\_\_\_

ATTEST\_\_\_\_\_

Address for giving notices

Address for giving notices

1703 Gloucester Street  
Brunswick, GA 31520  
 \_\_\_\_\_

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

License No. \_\_\_\_\_

Agent for service of process: \_\_\_\_\_  
 \_\_\_\_\_

CORPORATE SEAL

CORPORATE SEAL

**DOCUMENT 00611****PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, \_\_\_\_\_,  
(Name & Address of Contractor)

hereinafter called "Principal" and \_\_\_\_\_,  
(Name & Address of Surety)

\_\_\_\_\_ of \_\_\_\_\_

State of \_\_\_\_\_, hereinafter called the "Surety" are held and

firmly bound unto \_\_\_\_\_

hereinafter called the "Owner" in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$\_\_\_\_\_) )  
(Contract Sum)

lawful money of the United States of America, to be paid to OWNER, for the payment whereof well and truly to be made we do bind ourselves, our respective executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain contract with the Owner dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the construction of:

\_\_\_\_\_  
(Name of Contract/Project)

which said contract is incorporated hereby by reference and made a part hereof and is hereinafter referred to as the Construction Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such, if the Principal shall promptly and faithfully perform and comply with the terms and conditions of said contract; and shall indemnify and save harmless the Owner against and from all costs, expenses, damages, injury or loss to which said Owner may be subjected by reason of any wrongdoing, including patent infringement, misconduct, want of care or skill, default, or failure of performance on the part of said Principal, its agents, subcontractors or employees, in the execution or performance of said Construction Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligations under this Bond shall arise after:
  - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a Contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense, take one of the following actions:
  - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent Contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified Contractors acceptable to the Owner in a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:

- 4.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
  - 4.4.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.
- 5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
- 6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
  - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:
  - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 7. The Surety shall not be liable to the Owner or others for obligations of the Contractor unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
- 8. The Surety hereby waives notice of any changes, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum

period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is this Bond shall be construed as a statutory bond and not as a common law bond.
12. DEFINITIONS:
  - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto;
  - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
  - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CONTRACTOR AS PRINCIPAL:**

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

By:\_\_\_\_\_  
(Signature & Title)

(SEAL)

\_\_\_\_\_  
Address  
\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address  
\_\_\_\_\_

**SURETY:**

\_\_\_\_\_  
Surety (Company)

\_\_\_\_\_  
(Surety) Secretary

By:\_\_\_\_\_  
Attorney-in-Fact

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address  
\_\_\_\_\_



Notes:

1. Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.
2. Bond must be countersigned by a Georgia resident agent.
3. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**DOCUMENT 00621****PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, \_\_\_\_\_,  
(Name & Address of Contractor)

hereinafter called "Principal" and \_\_\_\_\_,  
(Name & Address of Surety)

\_\_\_\_\_ of \_\_\_\_\_

State of \_\_\_\_\_, hereinafter called the "Surety" are held and

firmly bound unto \_\_\_\_\_

hereinafter called the "Owner" in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)  
(Contract Sum)

lawful money of the United States of America, to be paid to OWNER, for the payment whereof well and truly to be made we do bind ourselves, our respective executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain contract with the Owner dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the construction of:

\_\_\_\_\_  
(Name of Contract/Project)

which said contract is incorporated hereby by reference and made a part hereof and is hereinafter referred to as the Construction Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials supplied in the prosecution of the work provided for in said Construction Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and

- 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating a claim is being made under this Bond and, with substantial accuracy, the amount of claim.
  - 4.2 Claimants who do not have a direct contract with the Contractor:
    - 4.2.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was performed; and
    - 4.2.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice, any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
    - 4.2.3 Not having been paid within 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. Compliance shall be considered sufficient if a notice required by paragraph 4 is given by the Owner to the Contractor or to the Surety.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim stating the amounts undisputed and basis for challenging any amounts disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to Sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, Owner or Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by the Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in the Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS:

- 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, material, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment," that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CONTRACTOR AS PRINCIPAL:**

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

By: \_\_\_\_\_  
(Signature & Title)

(SEAL)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

**SURETY:**

\_\_\_\_\_  
Surety (Company)

\_\_\_\_\_  
(Surety) Secretary

By: \_\_\_\_\_  
Attorney-in-Fact

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

Notes:

1. Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.
2. Bond must be countersigned by a Georgia resident agent.
3. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**SECTION 00631**  
**NOTICE OF AWARD**

Dated \_\_\_\_\_

TO: \_\_\_\_\_  
           *(Bidder)*

ADDRESS: \_\_\_\_\_  
           \_\_\_\_\_

JOB NO.: \_\_\_\_\_

PROJECT: BGJWSC North Mainland Phase II and III Improvements Division I – CIPP Sewer

CONTRACT  
 FOR:

The project includes the repair of gravity sewer mains located from B and W Grade Road to the Academy Creek Treatment Plant. The proposed construction consists of the repair of approximately 7,800 LF of 30-inch diameter and 425 LF of 42-inch diameter RCP pipe to be repaired by Cured-In-Place Pipe (CIPP). Additionally, the project includes the repair of approximately 70 manholes. Work shall include all labor, equipment, materials, appurtenances and incidentals required to complete this project.

You are notified your Bid dated \_\_\_\_\_, 2019, for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for:

BGJWSC North Mainland Phase II and III Improvements Division I – CIPP Sewer  
*(Indicate total Work, alternates or sections of Work awarded)*

The Contract Price of your contract is \_\_\_\_\_

\_\_\_\_\_ Dollars (\$\_\_\_\_\_).



6 copies of each of the proposed Contract Documents (except drawings) accompany this Notice of Award.

6 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of this Notice of Award, which is by \_\_\_\_\_, 2019.

1. You must deliver to the OWNER six (6) fully executed counterparts of the Agreement including all the Contract Documents. Each of the Contract Documents must bear your signature on the page.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders (Article 8), General Conditions (paragraph 5.01) and Supplementary Conditions.
3. (List other conditions precedent)

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

Within ten days after you comply with the above conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

BRUNSWICK-GLYNN COUNTY JOINT WATER  
AND SEWER COMMISSION  
OWNER

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

\_\_\_\_\_  
(Title)

#### **ACCEPTANCE OF AWARD**

\_\_\_\_\_  
(Contractor)

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

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**Section 00641****NOTICE TO PROCEED**

Dated: \_\_\_\_\_

TO: \_\_\_\_\_  
(Bidder)ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

JOB NO.: J- 27784.0000

PROJECT: BGJWSC North Mainland Phase II and III Improvements Division I – CIPP Sewer

CONTRACT  
FOR: The project includes the repair of gravity sewer mains located from B and W Grade Road to the Academy Creek Treatment Plant. The proposed construction consists of the repair of approximately 7,800 LF of 30-inch diameter and 425 LF of 42-inch diameter RCP pipe to be repaired by Cured-In-Place Pipe (CIPP). Additionally, the project includes the repair of approximately 70 manholes. Work shall include all labor, equipment, materials, appurtenances and incidentals required to complete this project.

\_\_\_\_\_  
\_\_\_\_\_  
You are notified the Contract Times under the above contract will commence to run on \_\_\_\_\_, 20\_\_\_\_. By such date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion and completion and readiness for final payment are \_\_\_\_\_, 20\_\_ and \_\_\_\_\_, 20\_\_, respectively.

Before you may start any Work at the site, paragraph 2.01 of the General Conditions provides you and OWNER must each deliver to the other (with copies to ENGINEER and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Before you may start any Work at the site, you must have submitted the following: Certificate of Insurance, Performance Bond, and Payment Bond.

BRUNSWICK-GLYNN COUNTY JOINT WATER  
AND SEWER COMMISSION  
OWNER

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

\_\_\_\_\_  
(Title)

**ACCEPTANCE OF NOTICE TO PROCEED**

\_\_\_\_\_  
(Contractor)

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

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**Engineers Joint Documents Committee  
Design and Construction Related Documents  
Instructions and License Agreement**

**Instructions**

**Before you use any EJCDC document:**

1. Read the License Agreement. You agree to it and are bound by its terms when you use the EJCDC document.
2. Make sure that you have the correct version for your word processing software.

**How to Use:**

1. While EJCDC has expended considerable effort to make the software translations exact, it can be that a few document controls (e.g., bold, underline) did not carry over.
2. Similarly, your software may change the font specification if the font is not available in your system. It will choose a font that is close in appearance. In this event, the pagination may not match the control set.
3. If you modify the document, you must follow the instructions in the License Agreement about notification.
4. Also note the instruction in the License Agreement about the EJCDC copyright.

**License Agreement**

**You should carefully read the following terms and conditions before using this document. Commencement of use of this document indicates your acceptance of these terms and conditions. If you do not agree to them, you should promptly return the materials to the vendor, and your money will be refunded.**

The Engineers Joint Contract Documents Committee ("EJCDC") provides **EJCDC Design and Construction Related Documents** and licenses their use worldwide. You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from **EJCDC Design and Construction Related Documents**.

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You have a limited nonexclusive license to:

1. Use **EJCDC Design and Construction Related Documents** on any number of machines owned, leased or rented by your company or organization.
2. Use **EJCDC Design and Construction Related Documents** in printed form for bona fide contract documents.
3. Copy **EJCDC Design and Construction Related Documents** into any machine readable or printed form for backup or modification purposes in support of your use of **EJCDC Design and Construction Related Documents**.

**You agree that you will:**

1. Reproduce and include EJCDC's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program. All proprietary rights in **EJCDC Design and Construction Related Documents** are and shall remain the property of EJCDC.
2. Not represent that any of the contract documents you generate from **EJCDC Design and Construction Related Documents** are EJCDC documents unless (i) the document text is used without alteration or (ii) all additions and changes to, and deletions from, the text are clearly shown.

**You may not use, copy, modify, or transfer EJCDC Design and Construction Related Documents, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of EJCDC Design and Construction Related Documents in printed or machine-readable format for resale or educational purposes is expressly prohibited.**

**If you transfer possession of any copy, modification or merged portion of EJCDC Design and Construction Related Documents to another party, your license is automatically terminated.**

**Term:**

The license is effective until terminated. You may terminate it at any time by destroying **EJCDC Design and Construction Related Documents** altogether with all copies, modifications and merged portions in any form. It will also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy **EJCDC Design and Construction Related Documents** along with all copies, modifications and merged portions in any form.

**Limited Warranty:**

EJCDC warrants the CDs and diskettes on which **EJCDC Design and Construction Related Documents** is furnished to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt.

**There is no other warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.**

EJCDC does not warrant that the functions contained in **EJCDC Design and Construction Related Documents** will meet your requirements or that the operation of **EJCDC Design and Construction Related Documents** will be uninterrupted or error free.

**Limitations of Remedies:**

EJCDC's entire liability and your exclusive remedy shall be:

1. the replacement of any document not meeting EJCDC's "Limited Warranty" which is returned to EJCDC's selling agent with a copy of your receipt, or
2. if EJCDC's selling agent is unable to deliver a replacement CD or diskette which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

In no event will EJCDC be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use **EJCDC Design and Construction Related Documents** even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

**General:**

You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.  
General Counsel

National Society of Professional Engineers  
1420 King Street  
Alexandria, VA 22314

Phone: (703) 684-2845  
Fax: (703) 836-4875  
e-mail: aschwartz@nspe.org

**You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.**

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

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

*A Practice Division of the*

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

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

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
  5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
  7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
  8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
  9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
  10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
  11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an



addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

## 1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

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

D. *Defective:*

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

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

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 – PRELIMINARY MATTERS

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

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

### 2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

### 2.03 *Commencement of Contract Times; Notice to Proceed*

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

## 2.04 *Starting the Work*

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

## 2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
  - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
  - 2. a preliminary Schedule of Submittals; and
  - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

## 2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

## 2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

### **ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

#### **3.01   *Intent***

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

#### **3.02   *Reference Standards***

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

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

#### B. *Resolving Discrepancies:*

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

### 3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

### 3.05 *Reuse of Documents*

#### A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

#### B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

### 3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

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

### **4.01   *Availability of Lands***

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### **4.02   *Subsurface and Physical Conditions***

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

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

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

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

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

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

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
  - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
  - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
  - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
  - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and



contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

- c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

#### 4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
  - a. reviewing and checking all such information and data;
  - b. locating all Underground Facilities shown or indicated in the Contract Documents;
  - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
  - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the

consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

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

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

- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 5 – BONDS AND INSURANCE**

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

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

### **5.02   *Licensed Sureties and Insurers***

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also

meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

#### 5.03 *Certificates of Insurance*

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

#### 5.04 *Contractor's Insurance*

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

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

## 5.05 *Owner's Liability Insurance*

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

## 5.06 *Property Insurance*

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

members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

#### 5.07 *Waiver of Rights*

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



1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

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

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

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

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's

interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

**ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES**

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

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

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

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

#### 6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

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

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
  - 1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
  - 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
  - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
  - 1) shall certify that the proposed substitute item will:
    - a) perform adequately the functions and achieve the results called for by the general design,
    - b) be similar in substance to that specified, and
    - c) be suited to the same use as that specified;
  - 2) will state:
    - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
    - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

- c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
  - 3) will identify:
    - a) all variations of the proposed substitute item from that specified, and
    - b) available engineering, sales, maintenance, repair, and replacement services; and
  - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

#### 6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be

required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
  - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
  - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

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

#### 6.07 *Patent Fees and Royalties*

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

#### 6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

## 6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

## 6.10 *Taxes*

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

## 6.11 *Use of Site and Other Areas*

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

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
- 3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought



by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### 6.12 *Record Documents*

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

#### 6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

#### 6.14 *Safety Representative*

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

#### 6.15 *Hazard Communication Programs*

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

#### 6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is

required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 6.17 *Shop Drawings and Samples*

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

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

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

##### 2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

##### C. *Submittal Procedures:*

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

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

*D. Engineer's Review:*

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

*E. Resubmittal Procedures:*

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

**6.18** *Continuing the Work*

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

#### 6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  - 1. observations by Engineer;
  - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
  - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  - 4. use or occupancy of the Work or any part thereof by Owner;
  - 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
  - 6. any inspection, test, or approval by others; or
  - 7. any correction of defective Work by Owner.

#### 6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
  - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

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

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

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

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

### **7.01 *Related Work at Site***

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
1. written notice thereof will be given to Contractor prior to starting any such other work; and
  2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

### **7.02 *Coordination***

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
  2. the specific matters to be covered by such authority and responsibility will be itemized; and
  3. the extent of such authority and responsibilities will be provided.

- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

### 7.03 *Legal Relationships*

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

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

### 8.01 *Communications to Contractor*

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

### 8.02 *Replacement of Engineer*

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

### 8.03 *Furnish Data*

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

### 8.04 *Pay When Due*

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

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

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

### 8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.



#### 8.07 *Change Orders*

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

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

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

#### 8.09 *Limitations on Owner's Responsibilities*

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

#### 8.10 *Undisclosed Hazardous Environmental Condition*

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

#### 8.11 *Evidence of Financial Arrangements*

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

#### 8.12 *Compliance with Safety Program*

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

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

#### 9.01 *Owner's Representative*

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

#### 9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or

continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

#### 9.03 *Project Representative*

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

#### 9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

#### 9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

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

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

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

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

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise

or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

#### 9.10 *Compliance with Safety Program*

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

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

#### 10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

#### 10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

#### 10.03 *Execution of Change Orders*

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

#### 10.04 *Notification to Surety*

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

#### 10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
  2. approve the Claim; or
  3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

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

### **11.01 *Cost of the Work***

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

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



limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

## 11.02 Allowances

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

## 11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
  - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
  - 2. there is no corresponding adjustment with respect to any other item of Work; and
  - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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

### **12.01 *Change of Contract Price***

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

C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall be determined as follows:

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

#### 12.02 *Change of Contract Times*

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

#### 12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

### **13.01 *Notice of Defects***

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

### **13.02 *Access to Work***

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

### 13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
  - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
  - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
  - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

### 13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

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

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

#### 13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
  2. correct such defective Work; or
  3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

#### 13.08 *Acceptance of Defective Work*

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

### 13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

## **ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION**

### 14.01 *Schedule of Values*

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

### 14.02 *Progress Payments*

#### *A. Applications for Payments:*

- 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an



Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

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

*B. Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or

- involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
  - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

*C. Payment Becomes Due:*

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

*D. Reduction in Payment:*

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

*14.03 Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

*14.04 Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

#### 14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
  - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

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

#### 14.07 *Final Payment*

##### A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
  - b. consent of the surety, if any, to final payment;
  - c. a list of all Claims against Owner that Contractor believes are unsettled; and
  - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

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

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying

documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

*C. Payment Becomes Due:*

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

**14.08** *Final Completion Delayed*

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

**14.09** *Waiver of Claims*

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

## ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

### 15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

### 15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
  2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
  3. Contractor's repeated disregard of the authority of Engineer; or
  4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
  2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
  3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when

so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

#### 15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
  - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
  - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days



to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

## **ARTICLE 16 – DISPUTE RESOLUTION**

### **16.01 *Methods and Procedures***

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

## **ARTICLE 17 – MISCELLANEOUS**

### **17.01 *Giving Notice***

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

#### 17.02 *Computation of Times*

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

#### 17.03 *Cumulative Remedies*

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

#### 17.04 *Survival of Obligations*

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

#### 17.05 *Controlling Law*

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

#### 17.06 *Headings*

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

**DOCUMENT 00710****SPECIAL CONDITIONS**

**SC-1 DESCRIPTION OF THE WORK:** The work includes the repair of gravity sewer mains located from B and W Grade Road to the Academy Creek Treatment Plant. The proposed construction consists of the repair of approximately 7,800 LF of 30-inch diameter and 425 LF of 42-inch diameter RCP pipe to be repaired by Cured-In-Place Pipe (CIPP). Additionally, the project includes the repair of approximately 70 manholes. Work shall include all labor, equipment, materials, appurtenances and incidentals required to complete this project and incidental construction in accordance with the plans and specifications.

**SC-2 COMMENCEMENT AND COMPLETION OF WORK:** The Contractor shall commence work within 10 days after Notice to Proceed is issued. Work shall be completed within 150 calendar days.

If the Contractor fails to prosecute the work with such diligence as will insure the completion of each portion of the work within the time shown on the above schedule, plus any extensions made in accordance with Article 12 of the General Conditions; and, if the Owner does not exercise reservations as set forth in Article 13 of the General Conditions, the Contractor shall continue the work in which event liquidated damages for the delay will be impossible to determine. In lieu thereof, liquidated damages in the amount of \$1,000.00 per each day of delay of the work until the work is completed.

**SC-3 DRAWINGS:** The work shall conform to the following drawings, all of which form a part of, and are included in, these specifications and are available in the office of Thomas & Hutton Engineering Co., 50 Park of Commerce Way, Post Office Box 2727, Savannah, Georgia 31402-2727.

<b>SHEET NO.</b>	<b>TITLE</b>	<b>FILE NUMBER</b>
CO	COVER SHEET	27784.0000
G1.1	GENERAL NOTES	27784.0000
C0.1	OVERALL SITE PLAN	27784.0000
C1.1-1.8	GRAVITY SEWER PLAN	27784.0000
C2.1-2.4	DETAILS	27784.0000
C2.5	GDOT STANDARD BRICK MANHOLE	27784.0000
C2.6	GDOT STANDARD CONCRETE MANHOLE DETAIL	27784.0000
C2.7	GDOT STANDARD PAVEMENT REPLACEMENT DETAIL	27784.0000
C2.8	BYPASS PUMPING SCHEMATIC	27784.0000

**SC-4 LAYOUT OF WORK:** Control lines and master benchmarks will be furnished by the Owner. The Contractor will lay out work and will be responsible for all measurements in connection therewith.

**SC-5 OBSERVATIONS AND TESTS:** Before acceptance of the whole or any part of the work, it shall be subjected to observation and tests to determine it is in accordance with the plans and specifications. The Contractor will be required to maintain all work in a first class condition for a 30 day operating period after the same has been completed as a whole and the Engineer has notified the Contractor in writing the work has been finished. The Contractor shall pay for all testing and shall engage a mutually acceptable laboratory or qualified

individual to conduct the tests in accordance with these specifications. No portion of the work will be accepted until tests prove it has been satisfactorily completed. The Contractor shall give the Project Engineer or Project Representative a minimum of 48 hours notice for all required observations or tests.

**SC-6 BONDS:** The Performance Bonds in the amount of 100% of the contract amount and Payment Bonds in the amount of 100% of the contract amounts shall be furnished in accordance with Article 5 of the General Conditions.

**SC-7 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE:** The Contractor shall not commence work under this contract until obtaining all the insurance required under this paragraph and such insurance has been accepted by the Owner, nor shall the Contractor allow any Subcontractor to commence work on a subcontract until the insurance required of the Subcontractor has been so obtained and accepted.

- a. Compensation and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of the contract the statutory Worker's Compensation and Employer's Liability Insurance for all of its employees to be engaged in work on the project under the contract and, in case and such work is sublet, the Contractor should require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all the latter's employees to be engaged in such work.
- b. Bodily Injury Liability and Property Damage Liability Insurance: The Contractor shall take out and maintain during the life of the contract Bodily Injury Liability and Property Damage Liability Insurance to protect itself and any Subcontractor performing work covered by the contract from claims for damages or personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under the contract, whether such operations be by the Contractor, Subcontractor, or anyone directly or indirectly employed by either of them and the amount of such insurance should be not less than:
  - (1) Bodily Injury Liability Insurance, in an amount not less than \$1,000,000.00 for injuries, including wrongful death to any one person and subject to the same limit for each person in an amount not less than \$2,000,000.00 on account of one accident. Contractual liability should be endorsed on the policy.
  - (2) Property Damage Insurance in an amount not less than \$1,000,000.00 for damages on account of any one accident, and in an amount not less than \$2,000,000.00 for damages on account of all accidents.
- c. Builder's Risk Insurance (Fire and Extended Coverage): The Contractor shall have adequate fire and standard extended coverage, with a company or companies acceptable to the Owner, in force on the project.

The provisions with respect to Builder's Risk Insurance shall in no way relieve the Contractor of its obligation of completing the work covered by the Contract.

- d. Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations, effective dates, and date of expiration of policies. Such certificates shall contain substantially the following statement: "The insurance covered by this certification shall not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner."

**SC-8 HOLD HARMLESS CLAUSE:** The Contractor agrees to hold harmless, indemnify and defend the Owner and its agents, architects, engineers and employees from and against any and all claims, losses, damages, demands, causes of action and any an all related costs and expenses, of every kind and character, growing out of, incidental to, or resulting directly or indirectly from the Contractor's performance of the work described herein, whether such loss, damage, injury, or liability is contributed to by the negligence of the Owner, its agents, architects, engineers, or employees, except the Contractor shall have no liability for damages or the costs incidental thereto caused by the sole negligence of the Owner, its agents, architects, engineers, or employees. The Contractor will require any and all subcontractors to conform with the provisions of this clause prior to commencing any work and agrees to ensure this clause is in conformity with the insurance provisions of the contract.

**SC-9 CONTRACTOR'S STATUS:** It is agreed the Contractor shall occupy the status of an Independent Contractor and the Contractor's employees are not employees of the Owner.

**SC-10 CONTRACTOR'S AFFIDAVIT:** Upon completion of the work and prior to final payment and settlement of all sums due hereunder, Contractor will furnish to Owner a Contractor's Affidavit in the usual form submitted by Contractor under the laws of the State of Georgia to the effect all bills for labor, materials and services in connection with said contract have been paid in full, acknowledging receipt of the contract price and averring there are no outstanding claims under said contract which could become a lien on the real estate arising out of said contract.

**SC-11 RESIDENT PROJECT ENGINEER:** The Owner reserves the right to furnish a Resident Project Engineer as deemed necessary to insure the Project quality control and conformance to Plans and Specifications, who will act as the Owner's Representative on the Project and will have the authority of the Engineer as set forth in the Contract Documents.

**SC-12 BARRICADES, DANGER AND WARNING SIGNS:** The Contractor shall install and maintain barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices and shall take all necessary precautions for the protection of the work and safety of the public. Lanes closed to traffic shall be protected by effective barricades, lighted during hours of darkness. Suitable warning signs shall be provided to control, direct traffic, and warn pedestrians. Upon completion all barricades, signs and the like shall be removed.

**SC-13 TOOLS, PLANT AND EQUIPMENT:** If at any time before the commencement or during the progress of the work, tools, plant or equipment appear to the Engineer to be insufficient, inefficient or inappropriate to secure the quality of the work required or the proper rate of progress, the Engineer may order the Contractor to increase their efficiency, to improve their character, to augment their number, or to substitute new tools, plant, or equipment, as the case may be, and the Contractor must conform to such order; but a failure of the Engineer to demand such increase of efficiency, number, or improvement shall not relieve the Contractor of its obligation to secure the quality of work and the rate of progress necessary

to complete the work within the time required by the contract to the satisfaction of the Owner.

**SC-14 ACCIDENTS:** The Contractor shall provide, at the site, such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the work. The Contractor must report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or adjacent to the site, which causes death, personal injury or property damages, giving full details and statement of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Contractor and any subcontractor on account of any accident, the Contractor shall promptly report the facts to the Engineer, giving full details in writing of the claim. The Contractor shall advise its superintendent and foreman, who are on the site of the work, the name of the hospital and phone number and the name and phone number of the doctor to use in case of an accident.

**SC-15 SANITARY PROVISIONS:** The Contractor shall provide temporary sanitary facilities for the use of the workmen during the progress of the work. The sanitary facilities shall conform to the requirements of the County health Engineer. All facilities shall be removed at the completion of the contract.

**SC-16 MODIFICATION OF QUANTITIES:** The itemized quantities shall be considered by the Contractor as the quantities required to complete the work for the purpose of bidding. Should actual quantities required in the construction of the work be greater or less than the quantities shown on the items, an amount equal to the difference in quantities at the unit prices for the item will be added to or deducted from the contract price.

When itemized quantities are not given in the Proposal, the work shown on the plans or specified shall be considered by the Contractor to be included in the contract for the lump sum prices bid.

**SC-17 RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES:** The existence and location of underground utilities will be investigated and verified in the field by the Contractor before starting work. The Contractor shall call for underground utility locations. Underground utilities location service can be contacted at 1-800-282-7411 (GA). The location of all known interferences based on the best information available has been shown on the drawings, but this information may not be complete. Excavation in the vicinity of existing structures and utilities shall be carefully done by hand. The Contractor shall be held responsible for any damage to and for maintenance and protection of existing utilities and structures. The Contractor is responsible for coordinating with the utility companies any relocation, adjustment, or replacement of utility facilities.

**SC-18 INTERRUPTION OF UTILITY SERVICE:** The Contractor's operations shall be conducted to interfere as little as possible with utility services. Any proposed interruption by the Contractor must be accepted in advance by the Engineer.

**SC-19 OMISSION:** The drawings and specifications shall both be considered as a part of the contract. Any work and material shown in the one and omitted in the other, or described in the one and not shown in the other, or which may fairly be implied by both or either, shall be furnished and performed as though shown in both, in order to give a complete and first class job.

**SC-20 MEASUREMENT AND PAYMENT:** Measurement and payment shall be made for the units and at the lump sum contract prices shown on the Bid Schedule. Direct payment shall only be made for those items or work specifically listed in the proposal and the cost of any other work must be included in the contract price for the applicable items to which it relates.

**SC-21 "OR EQUIVALENT," CLAUSE:** Although the plans and specifications make reference to particular manufacturers and model numbers for various products, such reference is made only to establish function and quality of such products. If it is desired to use materials or equipment of trade names or of manufacturer's names that are different from those mentioned in the contract documents, information pertaining to such items must reach the hands of the Engineer at least 10 days prior to the date set for the opening of bids. The burden of proving equality of a proposed substitute to an item designated by trade name or by manufacturer's name in the contract document rests on the party submitting the request for acceptance. The written application for review of a proposed substitute must be accompanied by technical data that the party requesting review desires to submit in support of its application. The Engineer will give consideration to reports from reputable independent testing laboratories, verified experience records showing the reputation of the proposed product with previous users or any other written information that is reasonable in the circumstances. The application to the Engineer for review of a proposed substitute must be accompanied by a schedule setting forth in what respects the material or equipment submitted for consideration differs from the materials or equipment designated in the contract documents. The degree of proof required for acceptance of a proposed substitute as equivalent to a named product is the amount of proof necessary to convince the Engineer beyond all doubt. To be acceptable, a proposed substitute must, in addition, meet or exceed all express requirements of the contract documents.

If submittal is accepted by the Engineer, an addendum will be issued to all prospective bidders at least five days prior to the date set for the opening of bids.

The Engineer shall be the final judge on questions of similarity and equality.

**SC-22 SAFETY AND HEALTH REGULATIONS:** The Contractor shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 as amended through January 1, 2004 (PL 91-596) and under Section 107 of the Contract Work and Safety Standards Act (PL 91-54). The regulations are administered by the Department of Labor and the Contractor shall allow access to the project to personnel from that Department.

**SC-23 RECORD DATA AND DRAWINGS:** The Contractor shall keep accurate, legible records of the locations, types, and sizes of sanitary lines, service laterals, manholes, cleanouts, water lines, fittings, valves, hydrants, drainage pipes, drainage structures, and other related work performed under this project. Where proposed and existing utilities cross, the Contractor shall measure and record the horizontal location and vertical separation between each crossing. Separation shall be measured between exteriors of pipes. On a set of project prints provided by the Owner, the Contractor shall prepare a set of "record" drawings from the data stated above. The horizontal locations of all portions of items installed on this project shall be accurately tied down to features that are physical and visible, such as property corner markers and/or permanent type structures. Invert elevations of all manholes, storm sewers and structures, sanitary sewers and lift stations shall be clearly indicated. These "record" drawings shall be kept clean and dry and maintained in a current state with the progress of the work. If at any time, a copy of this plan or portion of it is requested by the Owner, such copy shall be made available within 24 hours after the request is made.

Before final acceptance of the completed installation and final payment by the Owner, the Contractor shall deliver to the Engineer, four sets of "Record" Drawings accurately depicting the horizontal and vertical as-built data described in the above paragraph. "Record" drawings for the items installed on this project shall be certified by a licensed surveyor registered in Georgia. The size of the drawings shall be 24" x 36". The "Record" drawings shall have a coordinate system based on the Georgia State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD83). Elevations shall be based on the North American Vertical Datum of 1988 (NAVD 88). All measurements and coordinates shown shall use the U.S. Survey flood definition. Coordinates shall be shown on all drainage structures, sanitary sewer manholes, storm manholes/boxes, valve boxes/vaults, valve manholes, valves, fire hydrants, fittings, and all other related work performed under this contract. Vertical data including but not limited to, structure and manhole frame and inverts, pipe inverts, lift station frame, inverts, control levels, bottom, site grading, and as-built grading shall be shown. In addition to the "Record" drawings, Contractor shall deliver to Engineer electronic AutoCAD (v. 14 or later) files of all the data described above on a CD-ROM.

**SC-24 PROPERTY CORNERS:** The Contractor shall be responsible for restoring any property corners or monuments disturbed during construction. They shall be restored by a professional surveyor registered in the State of Georgia.

**SC-25 VIDEO:** A video showing existing site conditions shall be made by the Contractor prior to start of construction. Contractor shall provide Owner and Engineer a copy of the video. Contractor is encouraged to record any existing damaged facilities that could be questioned later by property owners. A written or recorded narrative shall be provided with the video. Engineer shall be notified 72 hours in advance making the video. Contractor is responsible for all costs associated with video and shall be considered a subsidiary part of the contract.



**DOCUMENT 00815****SUPPLEMENTARY CONDITIONS**

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

SC-1 The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition) have the meanings assigned to them in the General Conditions.

SC-2.05.A.4 Add the following new paragraph to the General Conditions after paragraph 2.05.A.3:

4. "A schedule of anticipated shipping dates for materials and equipment. It is intended that equipment and materials be so scheduled as to arrive at the job site just prior to time for installation to prevent excessive materials on hand for inventory and necessity for extensive storage facilities at the job site."

SC-5.04.B.7 Add the following new paragraph to the General Conditions after paragraph 5.04.B.6:

7. Bonding surety shall be located in the state in which the work is being performed.

The Contractor shall not commence work under this contract until it has obtained all the insurance required under this paragraph and such insurance has been accepted by the Owner, nor shall the Contractor allow any Subcontractor to commence work on its subcontract until the insurance required of the Subcontractor has been so obtained and accepted.

- a. Compensation and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of the contract, the statutory Worker's Compensation and Employer's Liability Insurance for all of its employees to be engaged in work on the project under the contract and, in case such work is sublet, the Contractor should require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all the latter's employees to be engaged in such work.
- b. Bodily Injury Liability and Property Damage Liability Insurance: The Contractor shall take out and maintain during the life of the contract, Bodily Injury Liability and Property Damage Liability Insurance. The policy shall protect Contractor and any Subcontractor performing work covered by the contract from claims for damages or personal injury, including accidental death, as well as from claims for property damage, which may arise from

operations under the contract, whether such operations be by Contractor, Subcontractor, or by anyone directly or indirectly employed by either of them and the amount of such insurance should be not less than:

- (1) Bodily Injury Liability Insurance, in an amount not less than \$1,000,000.00 for injuries, including wrongful death to any one person and subject to the same limit for each person in an amount not less than \$2,000,000.00 on account of one accident. Contractual liability should be endorsed on the policy.
- (2) Property Damage Insurance in an amount not less than \$1,000,000.00 for damages on account of any one accident, and in an amount not less than \$2,000,000.00 for damages on account of all accidents.

- c. Builder's Risk Insurance (Fire and Extended Coverage): The Contractor shall have adequate fire and standard extended coverage, with a company or companies acceptable to the Owner, in force on the project.

The provisions with respect to Builder's Risk Insurance shall in no way relieve the Contractor of its obligation of completing the work covered by the Contract.

- d. Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations, effective dates, and date of expiration of policies. Such certificates shall contain substantially the following statement: "The insurance covered by this certification shall not be canceled or materially altered, except after 10 days written notice has been received by the Owner."

SC-6.02.B Add the following:

The Contractor shall provide in writing any requests to work on weekends. Requests shall be submitted to the Owner and Engineer for consideration a minimum of 48 hours prior to the requested weekend.

SC-6.05.E Replace with the following:

Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner and Owner shall pay Engineer for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner and Owner shall pay Engineer for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

## SC-6.08 Add the following:

The Contractor shall not proceed until all encroachment permits, curb cut permits, highway crossing permits, and railroad crossing permits have been secured. Contact Owner to ascertain status of permits.

## SC-6.09.D Add a new paragraph after paragraph 6.09.C of the General Conditions that reads as follows:

"D. The Contractor shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 as amended through January 1, 2004 (PL 91-596) and under Section 107 of the Contract Work and Safety Standards Act (PL 91-54). The regulations are administered by the Department of Labor and the Contractor shall allow access to the project to personnel from that Department.

The Bidder's attention is directed to the fact all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having 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 in full.

The Contractor shall keep fully informed of all laws, ordinances and regulations of Federal, State, City and County, in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. Contractor shall at all times, observe and comply with all such existing and future laws, ordinances, and regulations."

## SC-6.12.B Add a new paragraph after paragraph 6.12.A of the General Conditions that is to read as follows:

"B. Record Data Drawings:

1. The Contractor shall keep accurate, legible records of the elevations, locations, types, and sizes of sanitary sewage lines, service laterals, manholes, cleanouts, water lines, fittings, valves, hydrants, drainage pipes, drainage structures, and other related work performed under this project. Where proposed and existing utilities cross, the Contractor shall measure and record the horizontal location and vertical separation between each crossing. Separation shall be measured between exteriors of pipes. On a set of project prints provided by the Owner, the Contractor shall prepare a set of "record" drawings from the data stated above. The horizontal locations of all portions of items installed on this project shall be accurately tied down to features that are physical and visible, such as property corner markers and/or permanent type structures. Invert and frame elevations of all manholes, storm sewers and structures, sanitary sewers and lift stations shall be clearly indicated. These "record" drawings shall be kept

clean and dry and maintained in a current state with the progress of the work. If at any time, a copy of this plan or portion of it is requested by the Owner, such copy shall be made available within 24 hours after the request is made.

2. Before final acceptance of the completed installation and before final payment by the Owner, the Contractor shall deliver to the Engineer a completed set of "record" drawings accurately depicting the data described above. The horizontal and vertical locations as shown on the "record" drawings for the items installed on this project shall be certified by a licensed surveyor, other than Thomas & Hutton, registered in the State in which the project is located. "Record" Drawings shall be submitted on a marked up set of project construction prints or electronically. Thomas & Hutton shall prepare original "record" drawings from the submitted data. When completed, Thomas & Hutton shall have the licensed surveyor stamp and sign the original "record" drawings before making copies available to the Owner or other appropriate agencies."

SC-6.13.A.3 Add the following:

"Safely guard the Owner's property from damages, injury, or loss in connection with this contract. Contractor shall at all times guard and protect its own work and all materials of every description both before and after being used in the work.

Contractor shall provide any enclosing or special protection from weather deemed necessary by Engineer without additional cost to the Owner. Partial payments under the contract will not relieve the Contractor from responsibility for protection of material, work, and property."

SC-9.02.C Add a new paragraph after paragraph 9.02.B of the General Conditions that is to read as follows:

"C. If at any time before the commencement or during the progress of the work, tools, plant or equipment appear to the Engineer to be insufficient, inefficient, or inappropriate to secure the quality of the work required or the proper rate of progress, the Engineer may order the Contractor to increase their efficiency, to improve their character, to augment their number, or to substitute new tools, plant or equipment as the case may be, and the Contractor must conform to such order; but a failure of the Engineer to demand such increase or efficiency, number, or improvements, shall not relieve the Contractor's obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by this contract to the satisfaction of the Owner."

SC-9.05 Add the following sentence at the end of paragraph 9.05 of the General Conditions:

"Owner and Engineer have the right to reject defective materials. Defective materials shall not be used in the work."

SC-13.03.A Add the following sentences to paragraph 13.03.A of the General Conditions:

"The Contractor will be required to maintain all work in a condition acceptable to the Engineer for a 30 day operating period after the same has been completed as a whole, and the Engineer has notified the Contractor in writing that the work has been finished. The Contractor shall give the Project Engineer or Project Representative a minimum of 48 hours notice for all required observations and tests."

END OF SUPPLEMENTARY CONDITIONS

**INDEX TO**  
**SECTION 01011**  
**SUMMARY OF WORK**

<b>Paragraph</b>	<b>Title</b>	<b>Page</b>
<b>PART 1 – GENERAL</b>		
1.1	Section Includes	01011-1
1.2	Contract Description	01011-1
1.3	Work Required	01011-1
1.4	Contract Drawings	01011-2
1.5	Contract Technical Specifications	01011-2
<b>PART 2 – PRODUCTS</b>		
	Not Used	
<b>PART 3 – EXECUTION</b>		
	Not Used	

**SECTION 01011**  
**SUMMARY OF WORK**

**PART 1 – GENERAL**

**1.1 SECTION INCLUDES**

- A. Contract Description.
- B. Work required by Contract.
- C. Contract Drawings.
- D. Contract Technical Specifications.
- E. Owner supplied Products.
- F. Contractor use of site [and premises].
- G. Future work.
- H. Definitions.

**1.2 CONTRACT DESCRIPTION**

- A. Contract Type: 00506 – Agreement

**1.3 WORK REQUIRED**

- A. Consists of Contractor furnishing all labor, materials, tools, equipment and incidentals to complete the Work generally described below:
  - 1. The project includes the repair of gravity sewer mains located from B and W Grade Road to the Academy Creek Treatment Plant. The proposed construction consists of the repair of approximately 7,800 LF of 30-inch diameter and 425 LF of 42-inch diameter RCP pipe to be repaired by Cured-In-Place Pipe (CIPP). Additionally, the project includes the repair of approximately 70 manholes. Work shall include all labor, equipment, materials, appurtenances and incidentals required to complete this project.

- B. All work shall be performed as shown on the Drawings and as described in the Contract Documents and Technical Specifications.
- C. All work shall comply with standards described by the Department of Labor, Occupational Safety and Health Administration, 29 CFR Part 1926, Subpart P, latest revision.

#### 1.4 CONTRACT DRAWINGS

SHEET NO.	TITLE	FILE NUMBER
CO	COVER SHEET	27784.0000
G1.1	GENERAL NOTES	27784.0000
C0.1	OVERALL SITE PLAN	27784.0000
C1.1-1.8	GRAVITY SEWER PLAN	27784.0000
C2.1-2.4	DETAILS	27784.0000
C2.5	GDOT STANDARD BRICK MANHOLE	27784.0000
C2.6	GDOT STANDARD CONCRETE MANHOLE DETAIL	27784.0000
C2.7	GDOT STANDARD PAVEMENT REPLACEMENT DETAIL	27784.0000
C2.8	BYPASS PUMPING SCHEMATIC	27784.0000

#### 1.5 CONTRACT TECHNICAL SPECIFICATIONS

SECTION NO.	TITLE
02731	Wastewater Collection System
02955	Sewer Line Cleaning and Root Removal
02956	Sanitary Sewer Manhole Rehabilitation
02957	Sanitary Sewer Cured-In-Place Pipe

#### PART 2 – PRODUCTS

Not used

#### PART 3 – EXECUTION

Not used

END OF SECTION



**INDEX TO**  
**SECTION 01025**  
**MEASUREMENT AND PAYMENT**

<b>Paragraph</b>	<b>Title</b>	<b>Page</b>
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**PART 1 – GENERAL**

1.1	Section Includes	01025-1
1.2	Authority	01025-1
1.3	Unit Quantities Specified	01025-1
1.4	Measurement of Quantities	01025-1
1.5	Payment	01025-2

**PART 2 – PRODUCTS**

Not Used

**PART 3 – EXECUTION**

Not Used

**SECTION 01025**  
**MEASUREMENT AND PAYMENT**

**PART 1 – GENERAL**

**1.1 SECTION INCLUDES**

- A. Measurement and payment criteria applicable to the Work performed under a unit price payment method.

**1.2 AUTHORITY**

- A. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.
- B. Take all measurements and compute quantities. The Engineer will verify measurements and quantities.
- C. Assist by providing necessary equipment, workers, and survey personnel as required.

**1.3 UNIT QUANTITIES SPECIFIED**

- A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Owner determine payment.
- B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit sum/prices contracted.

**1.4 MEASUREMENT OF QUANTITIES**

- A. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
- B. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
- C. Measurement by Area: Measured by square dimension using mean length and width or radius.
- D. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.

- E. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

## **1.5 PAYMENT**

- A. Payment Includes: Full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work including overhead and profit.
- B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the unit sum/price for Work which is incorporated in or made necessary by the Work.

## **PART 2 – PRODUCTS**

Not Used

## **PART 3 – EXECUTION**

Not Used

END OF SECTION

**SECTION 01135****BIDDER'S QUALIFICATIONS**

Please answer all questions and have your statement notarized. If necessary, you may answer questions on separate sheets of paper and attach them to this statement. Other additional information your firm deems useful in the evaluation of your capabilities may also be included.

**1. ORGANIZATION**

Date of Response: \_\_\_\_\_

Legal Name of Bidder: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Website: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address: \_\_\_\_\_

Is the address of the business listed above a: (Please circle one listed below)

Main Office

Regional Office

Branch Office

When Organized: \_\_\_\_\_

When and Where Incorporated: \_\_\_\_\_

Licensed or Registered To Do Business in State of Georgia: \_\_\_\_\_ Yes \_\_\_\_\_ No

If No, In What (State) \_\_\_\_\_ Municipality does your Company Have A Business License?

Business License Number for Said (State) \_\_\_\_\_ Municipality: \_\_\_\_\_

Federal Employer I.D. Number: \_\_\_\_\_

If Partnership, list all partners and their addresses:

_____	_____
_____	_____
_____	_____
_____	_____

If there is no Georgia Partner, give name and address of agent for service of process in Georgia.

_____	_____
_____	_____
_____	_____
_____	_____

If an individual owner is not a Georgia resident, give name and address of agent for service of process in Georgia.

_____	_____
_____	_____
_____	_____
_____	_____

Is your company: (Please circle one listed below)

MBE    WBE    DBE    MBE/WBE/DBE    Certified by: \_\_\_\_\_

Has your company or any of its principals ever petitioned for bankruptcy, failed in business, defaulted or been terminated on a contract awarded to you?

\_\_\_\_\_ Yes    \_\_\_\_\_ No

Has your company ever been banned or otherwise precluded from pursuing public work or have ever been found to be non-responsive by a public agency?

\_\_\_\_\_ Yes    \_\_\_\_\_ No

Has your company ever had a claim made against it for improper, delayed, or non-compliant work or failure to meet warranty obligations?

\_\_\_\_\_ Yes    \_\_\_\_\_ No

Is your company or any of its owners, officers, or major shareholders currently involved in any arbitration or litigation?

\_\_\_\_\_ Yes    \_\_\_\_\_ No

Does your company have any outstanding judgments or claims against it?

\_\_\_\_\_ Yes    \_\_\_\_\_ No

Is your company currently involved or has been involved in the last 3 years with any litigation?

\_\_\_\_\_ Yes    \_\_\_\_\_ No

Has your organization ever failed to complete any work awarded to it?

\_\_\_\_\_ Yes    \_\_\_\_\_ No

If yes to any of the above questions, please explain: \_\_\_\_\_

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Please list any litigation brought against your company in the past five (5) years asserting that you failed to make payments to anyone.

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Has your company ever had a contract terminated for any reason?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If Yes, please explain: \_\_\_\_\_

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List the geographical areas in which you work: \_\_\_\_\_

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List the areas of work that you normally perform with your own forces: \_\_\_\_\_

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What percentage of the Company's work is normally subcontracted? \_\_\_\_\_%

What is the largest contract your company has completed?

Amount \$ \_\_\_\_\_ Year \_\_\_\_\_

Project Name / Scope / Contact Information \_\_\_\_\_

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Should the work require compliance with the Georgia State Construction Licensing Board Rules and Regulations, the Contractor and any Subcontractor shall list the appropriate License number(s):

Main Contractor's License Number: \_\_\_\_\_

Subcontractor #1 License Number: \_\_\_\_\_

Subcontractor #1 Name: \_\_\_\_\_

Subcontractor #2 License Number: \_\_\_\_\_

Subcontractor #2 Name: \_\_\_\_\_

Subcontractor #3 License Number: \_\_\_\_\_

Subcontractor #3 Name: \_\_\_\_\_

(List additional if appropriate)

Year Firm Established: \_\_\_\_\_

## 2. EXPERIENCE

How many years have you been engaged in the contracting business under your present firm or trade name? \_\_\_\_\_

List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

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

Current Employment (Numbers of Employees): Total: \_\_\_\_\_

Management: \_\_\_\_\_ Clerical: \_\_\_\_\_ Professional: \_\_\_\_\_

Technical: \_\_\_\_\_ Skilled Labor: \_\_\_\_\_ Common Labor: \_\_\_\_\_

Total Value of Projects Completed (last five years): \$ \_\_\_\_\_

### A. Contracts On Hand

Project Name and Location	Owner Name Address Phone No.	Project Description	Bid \$	Actual \$	Anticipated Completion Date

**B. Selected Similar Construction Project Examples**

At Least Five (5) Projects Similar in Nature:

Project Name and Location	Owner Name Address Phone No.	Project Description	Bid \$	Actual \$	Completion Date

Has your company or your proposed subcontractors ever completed projects that included the following:

CIPP GRAVITY SEWER (ANY SIZE)

Yes\_\_\_\_No\_\_\_\_

CIPP GRAVITY SEWER REPAIR (30" AND ABOVE)

Yes\_\_\_\_No\_\_\_\_

MANHOLE REHABILITATION

Yes\_\_\_\_No\_\_\_\_



**C. Safety Issues Disclosure:**

Contractor's Experience Modification Rate (EMR):

List Safety Issues for Last Five Years:

List Major Equipment Proposed To Be Used For This Project:

Description	Make/Model	Owned by Bidder or Sub?	Year Purchased
_____	_____	Yes ___ No ___	_____
_____	_____	Yes ___ No ___	_____
_____	_____	Yes ___ No ___	_____
_____	_____	Yes ___ No ___	_____
_____	_____	Yes ___ No ___	_____
_____	_____	Yes ___ No ___	_____
_____	_____	Yes ___ No ___	_____
_____	_____	Yes ___ No ___	_____
_____	_____	Yes ___ No ___	_____

**D. Proposed Superintendent for this Project:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**E. Select Project Experience of the Superintendent:**

Project Name and Location	Owner Name Address Phone No.	Project Description	Bid \$	Actual \$	Completion Date

**3. REFERENCES**

Name of your Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Amount of line of credit: \_\_\_\_\_ Amount Available: \_\_\_\_\_

Bonding Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Bonding Company's Rating: \_\_\_\_\_

Bonding Capacity: Per Job \$\_\_\_\_\_ Aggregate \$\_\_\_\_\_

Date of Last Bond: \_\_\_\_\_ Bond Amount \$\_\_\_\_\_

Bond Rate: \_\_\_\_\_ Remaining Bonding Capacity \$\_\_\_\_\_

Please list the persons or entities that provide indemnification to your Surety:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

List three of your major suppliers:

- A. Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact: \_\_\_\_\_
- B. Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact: \_\_\_\_\_
- C. Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact: \_\_\_\_\_

List three Contractors/Owners you do business with:

- A. Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact: \_\_\_\_\_
- B. Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact: \_\_\_\_\_
- C. Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact: \_\_\_\_\_

**4. SIGNATURE**

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading. The undersigned also recognizes that the Owner is relying on the accuracy of the information and the responses in deciding the demonstrated competence and qualifications for the type of required work.

The foregoing statement of qualifications is submitted under oath:

Respectfully submitted:

Company Name:\_\_\_\_\_

Street Address:\_\_\_\_\_

City, State, Zip:\_\_\_\_\_

By (Signed):\_\_\_\_\_

By (Typed):\_\_\_\_\_

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

Attach satisfactory evidence of the authority of the officer, or officers, signing on behalf of a corporation.

SWORN to before me this

\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_(SEAL)

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

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

**INDEX TO**  
**DIVISION I – GENERAL REQUIREMENTS**  
**SECTION 01300**  
**SUBMITTALS**

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**PART 2 – PRODUCTS**

Not Used.

**PART 3 – EXECUTION**

Not Used.

**DIVISION I – GENERAL REQUIREMENTS****SECTION 01300 – SUBMITTALS****PART 1 – GENERAL****1.1 SECTION INCLUDES**

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Product Data.
- D. Shop Drawings.
- E. Samples.
- F. Design data.
- G. Test reports.
- H. Certificates.
- I. Manufacturer's instructions.
- J. Manufacturer's field reports.
- K. Erection drawings.

**1.2 RELATED SECTIONS**

- A. Section 01400 – Quality Control: Manufacturers' field services and reports.
- B. Section 01702 – Closeout Procedures: Contract warranties, bonds, manufacturers' certificates, and closeout submittals.

**1.3 SUBMITTAL PROCEDURES**

- A. Transmit each submittal with Engineer accepted form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix. Resubmit as specified for initial submittal. Indicate on revised drawings all changes that have been made other than those requested by the Engineer.
- C. Identify Project, Contractor, Subcontractor, or supplier; pertinent drawing and detail number, and specification section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed verifying review, approval, products required, field dimensions, adjacent construction Work, and coordination of

information is in accordance with the requirements of the Work and Contract Documents. Submittal without the Contractor's stamp will be returned to Contractor without Engineer's review.

- E. Make all submittals far enough in advance of scheduled dates for installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery. In scheduling, allow sufficient time for the Engineer's review following the receipt of the submittal. Coordinate submission of related items. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- F. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed Work.
- G. Provide space for Contractor and Architect/Engineer review stamps.
- H. When revised for resubmission, identify all changes made since previous submission.
- I. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

#### **1.4 CONSTRUCTION PROGRESS SCHEDULES**

- A. Submit initial schedule in duplicate within 10 days after date established in Notice to Proceed.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a computer generated or horizontal bar chart with separate line for each section of Work, identifying first work day of each week.
- E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of Work at each submission.
- G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner and required by allowances.

#### **1.5 PRODUCT DATA**

- A. Product Data For Review:

1. Submitted to Engineer for review and conformance with information given in specifications and the design concept expressed in contract documents.
  2. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article above.
- B. Submit the number of copies Contractor and Owner require, plus two copies retained by Engineer.
  - C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
  - D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
  - E. After review, distribute in accordance with the Submittal Procedures article above.

## 1.6 SHOP DRAWINGS

- A. Contractor shall submit a minimum six (6) copies of each shop drawing to the Engineer for review.
- B. Submitted to Engineer for review and conformance with information given in specifications and design concept expressed in contract documents. Review of shop drawings by Engineer shall not relieve Contractor of its responsibility for accuracy of shop drawings nor for furnishing of all materials and equipment required by the contract even though such items may not be indicated on shop drawings reviewed by Engineer.
- C. Shop drawings shall include applicable technical information, drawings, diagrams, performance curves, schedules, templates, calculations, instructions, measurements, and similar information as applicable to the specific item for which shop drawing is prepared.
- D. Do not use Engineer's Drawings for shop or erection purposes.
- E. Each shop drawing copy shall bear a Contractor's stamp showing they have been checked. Shop drawings submitted to the Engineer without Contractor's stamp will be returned to Contractor without review.

No review will be given to partial submittals of shop drawings for items which interconnect and/or are interdependent. It is the Contractor's responsibility to assemble shop drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to Engineer.

Schedule of Submittals: Within 30 days of Contract award and prior to any shop drawing submittal, Contractor shall submit a schedule showing the estimated submittal date and desired acceptance date for each shop drawing



anticipated. Time lost due to unacceptable submittals shall be the Contractor's responsibility.

## **1.7 SAMPLES**

- A. Samples For Review:
  - 1. Submitted to Engineer for review and conformance with information given in specifications and design concept expressed in contract documents.
  - 2. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article above.
- B. Samples For Information:
  - 1. Submitted for Engineer's knowledge as contract administrator or for the Owner.
- C. Include identification on each sample, with full product information.
- D. Submit the number of samples specified in individual specification sections; one of which will be retained by Engineer.
- E. Reviewed samples which may be used in the Work are indicated in individual specification sections.
- F. Samples will not be used for testing purposes unless specifically stated in the specification section.

## **1.8 DESIGN DATA**

- A. Submit for Engineer's knowledge as contract administrator or for the Owner.
- B. Submit for information and conformance with information given in specifications and design concept expressed in contract documents.

## **1.9 TEST REPORTS**

- A. Submit for Engineer's knowledge as contract administrator or for the Owner.
- B. Submit test reports for information and assessing conformance with information given in specifications and design concept expressed in contract documents.

## **1.10 CERTIFICATES**

- A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or the Contractor to Engineer, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

- C. Certificates may be recent or previous test results on material or product, but must be acceptable to Engineer.

#### **1.11 MANUFACTURER'S INSTRUCTIONS**

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Engineer for delivery to Owner in quantities specified for product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- C. Refer to Section 01400 – Quality Control, Manufacturers' Field Services article.

#### **1.12 MANUFACTURER'S FIELD REPORTS**

- A. Submit reports for Engineer's benefit as contract administrator or for the Owner.
- B. Submit report in duplicate within 30 days of observation to Engineer for information.
- C. Submit for information and assessing conformance with information given in specifications and design concept expressed in contract documents.

#### **1.13 ERECTION DRAWINGS**

- A. Submit drawings for Engineer's benefit as contract administrator or for the Owner.
- B. Submit for information and assessing conformance with information given in specifications and design concept expressed in contract documents.
- C. Data indicating inappropriate or unacceptable Work may be subject to action by the Engineer or Owner.

#### **1.14 REVIEWED SHOP DRAWINGS**

- A. Engineer Review.
  - 1. Acceptable submittals will be marked "No Exceptions Taken." A minimum of three copies will be retained by the Engineer for Engineer's and Owner's use and remaining copies will be returned to Contractor.
  - 2. Submittals requiring minor corrections before the product is acceptable will be marked "Furnish as Corrected." Contractor may order, fabricate, and ship items included in submittals, provided the indicated corrections are made.
  - 3. Submittals marked "Revise and Resubmit" must be revised to reflect required changes and the initial review procedure repeated.
  - 4. The "Rejected" notation is used to indicate products not acceptable. Upon return of a submittal so marked, Contractor shall repeat the initial review procedure utilizing acceptable products.

5. Only two copies of items marked "Revise and Resubmit" and "Rejected" will be reviewed and marked. One copy will be retained by Engineer and the other copy with all remaining unmarked copies will be returned to Contractor for resubmittal.
- B. No Work or products shall be installed without a drawing or submittal bearing the "No Exceptions Taken" or "Furnish as Corrected" notation. Contractor shall maintain at the job site a complete set of shop drawings bearing Engineer's stamp.
- C. Substitutions: In the event Contractor obtains Engineer's acceptance for use of products other than those listed first in Contract Documents, Contractor shall, at Contractor's own expense and using methods accepted by Engineer, make any changes to structures, piping and electrical work necessary to accommodate these products.
- D. Use of "No Exceptions Taken" or "Furnish as Corrected" notation on shop drawings or other submittals is general and shall not relieve Contractor of the responsibility of furnishing products of proper dimension, size, quality, quantity, materials, all performance characteristics, and to efficiently perform requirements and intent of Contract Documents. Engineer's review shall not relieve Contractor of the responsibility of errors of any kind on shop drawings. Review is intended only to assure conformance with design concept of the project and compliance with information given in Contract Documents.

#### 1.15 SUBMITTAL CHECKLIST

- A. This checklist is not necessarily complete. Contractor is responsible to submit all items and materials as specified in each section.

Section	Submittal	Date Received by T & H	Accepted Submittal Returned to Owner/Contractor	Submittal Rejected & Returned	Comments
<b>02731 – Wastewater Collection System</b>					
	Wetwell				
	Manholes & Interior Coating				
	Boots and S.S. Straps				
	Joint Wrap				
	Joint Sealant				
	Steps				
	Piping – PVC – Gravity				

Section	Submittal	Date Received by T & H	Accepted Submittal Returned to Owner/Contractor	Submittal Rejected & Returned	Comments
	Piping – PVC – Force Main				
	Piping – DI – Gravity				
	Piping – DI – Force Main				
	Piping – Interior Coating/CIPP				
	CIPP Resin/Felt				
	Manhole Repair				
	Fittings – PVC – Gravity				
	Fittings DI – Force Main				
	Frames & Covers				
	Valve Pit and Steps				
	Valve Pit Hatch Cover				
	Wetwell Hatch Cover				
	Pumps and Controls				
	Control Panel Enclosure and Mounting Materials				
	Frost-Proof Hydrant				
	Backflow Prevention Device				
	Fencing and Gate Hardware				
	Gate Valves/Plug Valves				
	Check Valves				
	Air Release/Vacuum Valves				

Section	Submittal	Date Received by T & H	Accepted Submittal Returned to Owner/Contractor	Submittal Rejected & Returned	Comments
	Vent Pipe				
	Hoist and Hoist Sockets				
	Lifting Chain/Cable				
	Pumps Mounts/Intermediate and Upper Guide Brackets				
	Quick Disconnect				
	Electrical W/Generator Hook-up				
	Tracing Wire				
	Magnetic Tape				
	Force Main Gauges				
	Signage (Emergency #'s etc.)				

## PART 2 – PRODUCTS

Not Used.

## PART 3 – EXECUTION

Not Used.

END OF SECTION

**INDEX TO**  
**SECTION 01400 – QUALITY CONTROL**

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## **SECTION 01400**

### **QUALITY CONTROL**

#### **PART 1 – GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Quality assurance – control of installation.
- B. Tolerances
- C. References and standards.
- D. Testing laboratory services.
- E. Manufacturer's field services.

##### **1.2 RELATED SECTIONS**

- A. Section 01300 – Submittals: Submission of manufacturer's instructions and certificates.
- B. Section 01410 – Testing Services.

##### **1.3 QUALITY ASSURANCE – CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturer's instructions, including each step in sequence.
- C. Should manufacturer's instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

##### **1.4 TOLERANCES**

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

- B. Comply with manufacturer's tolerances. Should manufacturer's tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust products to appropriate dimensions and position before securing in place.
- D. Accessible routes shall not exceed maximum ADA allowable slopes.

## **1.5 REFERENCES AND STANDARDS**

- A. For products or workmanship specified by association, trade, or other consensus standards, complies with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current with date specified in the individual specification sections, except where a specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. Neither the contractual relationships, duties, nor responsibilities of the parties in Contract or those of the Architect/Engineer shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

## **1.6 TESTING SERVICES**

- A. Contractor will appoint and employ services of an independent firm to perform testing. Contractor shall pay for testing services required by the specifications
- B. The independent firm will perform tests and other services specified in individual specification sections and as required by the Owner.
- C. Testing and source quality control may occur on or off the project site. Perform off-site testing as required by the Owner.
- D. Reports will be submitted by the independent firm to the Engineer and Contractor, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
  - 1. Notify Architect/Engineer and independent firm 48 hours prior to expected time for operations requiring services.
  - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- F. Testing does not relieve Contractor to perform Work to contract requirements.



- G. Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Engineer. Payment for re-testing will be made by the Contractor.

## **1.7 MANUFACTURER'S FIELD SERVICES**

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment and test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect/Engineer 30 days in advance of required observations. Observer subject to approval of Owner.
- C. Report observations and site decisions or instructions given to applicators or installers supplemental or contrary to manufacturer's written instructions.
- D. Refer to Section 01300 – SUBMITTALS, MANUFACTURER'S FIELD REPORTS article.

## **PART 2 – PRODUCTS**

Not Used

## **PART 3 – EXECUTION**

### **3.1 EXAMINATION**

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Verify utility services are available, of the correct characteristics, and in the correct locations.

### **3.2 PREPARATION**

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

END OF SECTION

**INDEX TO**  
**SECTION 01410 – TESTING SERVICES**

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**PART 2 – PRODUCTS**

Not Used.

**PART 3 – EXECUTION**

Not Used.

## **SECTION 01410**

### **TESTING SERVICES**

#### **PART 1 – GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Selection and payment.
- B. Contractor submittals.
- C. Testing agency responsibilities.
- D. Testing agency reports.
- E. Limits on testing authority.
- F. Contractor responsibilities.
- G. Schedule of tests.

##### **1.2 RELATED SECTIONS**

- A. Testing and approvals required by public authorities.
- B. Section 01300 – Submittals: Manufacturer's certificates.
- C. Section 01702 – Contract Closeout: Project record documents.

##### **1.3 REFERENCES (LATEST REVISION)**

- A. ASTM C 802 – Practice for Conducting an Interlaboratory Test Program to Determine the Precision of Test Methods for Construction Materials.
- B. ASTM C 1077 – Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.
- C. ASTM C 1093 – Practice for Accreditation of Testing Agencies for Masonry.
- D. ASTM D 3740 – Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- E. ASTM D 4561 – Practice for Quality Control Systems for Organizations Producing and Applying Bituminous Paving Materials.
- F. ASTM E 329 – Specification for Agencies Engaged in Construction Inspection and/or Testing.
- G. ASTM E 543 – Practice for Agencies Performing Nondestructive Testing.
- H. ASTM E 548 – Guide for General Criteria Used for Evaluating Laboratory Competence.

- I. ASTM E 699 – Practice for Evaluation of Agencies Involved in Testing, Quality Assurance, and Evaluating of Building Components.

#### **1.4 SELECTION AND PAYMENT**

- A. Employment and payment by Contractor for services of an independent testing agency or laboratory to perform specified testing.
- B. Employment of testing agency or laboratory in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

#### **1.5 QUALITY ASSURANCE**

- A. Comply with requirements of practices listed in paragraph 1.3.
- B. Laboratory: Authorized to operate in State in which project is located.
- C. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.
- D. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.

#### **1.6 CONTRACTOR SUBMITTALS**

- A. Prior to start of Work, submit testing laboratory name, address, and telephone number, and names of full time registered Engineer and responsible officer.
- B. Submit copy of report of laboratory facilities inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.

#### **1.7 TESTING AGENCY RESPONSIBILITIES**

- A. Test samples of mixes submitted by Contractor.
- B. Provide qualified personnel at site. Cooperate with Engineer and Contractor in performance of services.
- C. Perform specified sampling and testing of products in accordance with specified standards.
- D. Ascertain compliance of materials and mixes with requirements of Contract Documents.
- E. Promptly notify Engineer and Contractor of observed irregularities or non-conformance of Work or products.
- F. Perform additional tests required by Engineer.
- G. Attend preconstruction meetings and progress meetings.

**1.8 TESTING AGENCY REPORTS**

- A. After each test, promptly submit two (2) copies of report to Engineer and to Contractor.
- B. Include:
  - 1. Date issued.
  - 2. Project title and number.
  - 3. Name of inspector.
  - 4. Date and time of sampling or inspection.
  - 5. Identification of product and specifications section.
  - 6. Location in the Project.
  - 7. Type of inspection or test.
  - 8. Date of test.
  - 9. Results of tests.
  - 10. Conformance with Contract Documents.
- C. When requested by Engineer, provide interpretation of test results.

**1.9 LIMITS ON TESTING AUTHORITY**

- A. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Agency or laboratory may not approve or accept any portion of the Work.
- C. Agency or laboratory may not assume any duties of Contractor.
- D. Agency or laboratory has no authority to stop the Work.

**1.10 CONTRACTOR RESPONSIBILITIES**

- A. Deliver to agency or laboratory at designated location, adequate samples of materials proposed to be used requiring testing, along with proposed mix designs.
- B. Cooperate with laboratory personnel, and provide access to the Work and to manufacturer's facilities.
- C. Provide incidental labor and facilities:
  - 1. To provide access to Work to be tested.
  - 2. To obtain and handle samples at the site or at source of products to be tested.
  - 3. To facilitate tests.
  - 4. To provide storage and curing of test samples.
- D. Notify Engineer and laboratory 48 hours prior to expected time for operations requiring testing services.
- E. Employ services of an independent qualified testing laboratory and pay for additional samples and tests required by Contractor beyond specified requirements.

## 1.11 SCHEDULE OF TESTS

Section	Test	Frequency	Date	Performed By	Notes
<b>02204 – Earthwork</b>					
	Compaction				
	Unpaved	1 test per horizontal layer per 10,000 sf of fill area			
	Paved	1 test per horizontal layer per 5,000 sf of subgrade			
	Building Pad	1 test per horizontal layer per 1,500 sf of fill area			
	Curb & gutter	1 test per 300 lf			
	Proof Rolling	As necessary			
<b>02231 – Aggregate Base Course</b>					
	Base Density	1 test per 5,000 sf			
<b>02237 – Soil Cement Base Course</b>					
	Compressive Strength	1 test per 5,000 sf			
	Base Density	1 test per 5,000 sf			
<b>02511 – Asphaltic Concrete Base Course</b>					
	Asphalt Extraction & Gradation	1 test per each 250 tons placed			
	Marshall Stability	1 test per each 250 tons placed			
	Core	1 test for each 250 tons placed			
	Field Density	1 test per 5,000 sf			
<b>02512 – Asphaltic Concrete Binder/Surface courses</b>					
	Asphalt Extraction & Gradation	1 test for each 250 tons placed			
	Marshall Stability	1 test for each 250 tons placed			
	Field Density	1 test for each 250 tons placed			
	Cores	1 test for each 250 tons placed			
<b>02667 – Water Distribution System</b>					
	Hydrostatic & Leakage	1.5 times the working pressure (no less than 150 psi). Conducted for 2 hours with maintained pressure of 150 psi (200 psi on fire main)			
	Bacteriologic Samples	2 taken 24 hours apart after disinfection			
	Compaction				

Section	Test	Frequency	Date	Performed By	Notes
	Traffic Areas	1 per 100 lf or less for each 4 ft. of depth			
	Non-Traffic Areas	1 per 500 lf or less for each 4 ft. of depth			
	Fire Flow	1 per permit			
<b>02720 – Storm Drainage</b>					
	Compaction				
	Traffic Areas	1 per 100 lf or less for each 4 ft. of depth			
	Non-Traffic	1 per 500 lf or less for each 6 ft. of depth			
<b>02731 – Wastewater Collection System</b>					
	Start-up	Prior to acceptance of Pump Station			
	Drawdown	Prior to acceptance of Pump Station			
	Certification	Completion			
	Warranty	Completion			
	Television Inspection of Sewers	As requested			
	Leakage	As necessary			
	Compaction				
	Traffic Areas	1 per 100 lf or less for each 4 ft. of depth			
	Non-Traffic Areas	1 per 500 lf or less for each 6 ft. of depth			
	Gravity – Air	[ All lines ]			
	Hydrostatic – Force Main	100 psi for 2 hours			
	Deflection	10% of system			
<b>03305 – Site Concrete</b>					
	Mix Designs	1 per mix design			
	Compressive Strength	3 test cylinders for every 50 cubic yards or less of each mix design placed daily			
		1 cylinder broken at 7 days			
		2 cylinders broken at 28 days			
	Slump	1 test for each set of cylinders taken			
<b>03310 – Cast-in-Place Concrete</b>					
	Materials	As necessary			
	Mix Designs	1 per mix design			
	Strength	4 Test Cylinders for each 50 cy or less or each mix design placed daily			

Section	Test	Frequency	Date	Performed By	Notes
	Slump	1 test per each set of cylinders			
	Air Content	1 test per each set of cylinders			
	Temperature	1 test per each set of cylinders			

## PART 2 – PRODUCTS

Not Used.

## PART 3 – EXECUTION

Not Used.

END OF SECTION



**INDEX TO**  
**SECTION 01702 – CONTRACT CLOSEOUT**

<b>Paragraph</b>	<b>Title</b>	<b>Page</b>
<b>PART 1 – GENERAL</b>		
1.1	Section Includes	01702-1
1.2	Related Sections	01702-1
1.3	Closeout Procedures	01702-1
1.4	Final Cleaning	01702-1
1.5	Adjusting	01702-1
1.6	Project Record Documents	01702-2
1.7	Operation and Maintenance Data	01702-2
1.8	Spare Parts and Maintenance Products	01702-3
1.9	Warranties and Bonds	01702-3
1.10	Maintenance Service	01702-4
<b>PART 2 – PRODUCTS</b>		
	Not Used	
<b>PART 3 – EXECUTION</b>		
	Not Used	

## **SECTION 01702**

### **CONTRACT CLOSEOUT**

#### **PART 1 – GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Closeout procedures.
- B. Project record documents.
- C. Operation and maintenance data.
- D. Warranties and bonds.
- E. Maintenance service.

##### **1.2 RELATED SECTIONS**

- A. Section 01300 – Submittals
- B. Operation and Maintenance Data.
- C. Warranties.
- D. Bonds.

##### **1.3 CLOSEOUT PROCEDURES**

- A. Submit written verification Contract Documents being reviewed, Work has been observed at appropriate times, and Work is complete in accordance with Contract Documents and ready for Engineer's review.
- B. Provide submittals to Engineer and Owner required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

##### **1.4 FINAL CLEANING**

- A. Execute final cleanup prior to final project assessment.
- B. Remove waste and surplus materials, rubbish, and construction facilities from the site.

##### **1.5 ADJUSTING**

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

## 1.6 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed Shop Drawings, Product Data, and Samples.
  - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Equipment Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates utilized.
  - 3. Changes made by Addenda and modifications.
- F. Project Record Drawings [and Shop Drawings]: Legibly mark each item to record actual construction including:
  - 1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  - 3. Where proposed and existing utilities cross, the Contractor shall measure and record the horizontal location and vertical separation between each crossing. Separation shall be measured between exteriors and pipes.
  - 4. Field changes of dimension and detail.
  - 5. Details not on original Contract drawings.
  - 6. Piling data locations, tip and cut-off elevations, and driving records.
- G. Submit documents to Engineer with claim for final Application for Payment.

## 1.7 OPERATION AND MAINTENANCE DATA

- A. Submit data on 8-1/2 x 11 inch text pages, bound in appropriately sized D ring binders with durable plastic covers.
- B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS," title of project. Indicate subject matter of binder when multiple binders are required.

- C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified, typed on white paper, in three parts as follows:
  - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Engineer, Contractor, Subcontractors, and major equipment suppliers.
  - 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
    - a. Significant design criteria.
    - b. List of equipment.
    - c. Parts list for each component.
    - d. Operating instructions.
    - e. Maintenance instructions for equipment and systems.
    - f. Maintenance instructions for finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
  - 3. Part 3: Project documents and certificates, including the following:
    - a. Shop drawings and product data.
    - b. Air and water balance reports.
    - c. Certificates.
    - d. Originals of warranties and bonds.
- E. Submit one (1) draft copy of completed volumes 15 days with prior to final walk through. This copy will be reviewed and returned after final inspection, with Engineer comments. Revise content of all document sets as required prior to final submission.
- F. Submit two (2) sets of revised final volumes, within 10 days after final walk through.

## **1.8 SPARE PARTS AND MAINTENANCE PRODUCTS**

- A. Provide spare parts, maintenance, and extra products in quantities specified in individual specification sections.
- B. Deliver to project site and place in location as directed by Owner; obtain receipt prior to final payment.

## **1.9 WARRANTIES AND BONDS**

- A. Provide duplicate notarized copies.
- B. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers.

- C. Provide Table of Contents and assemble in three D side ring binder with durable plastic cover.
- D. Submit prior to final Application for Payment.
- E. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.

#### **1.10 MAINTENANCE SERVICE**

- A. Furnish service and maintenance of components indicated in specification sections during the warranty period.
- B. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- D. Maintenance service shall not be assigned or transferred to any agent or Subcontractor without prior written consent of the Owner.

### **PART 2 – PRODUCTS**

Not Used

### **PART 3 – EXECUTION**

Not Used

END OF SECTION

**INDEX TO**  
**SECTION 01730 – OPERATION AND MAINTENANCE**

<b>Paragraph</b>	<b>Title</b>	<b>Page</b>
<b>PART 1 – GENERAL</b>		
1.1	Section Includes	01730–1
1.2	Related Sections	01730–1
1.3	Quality Assurance	01730–1
1.4	Format	01730–1
1.5	Contents of Each Volume	01730–2
1.6	Manual for Materials and Finishes	01730–2
1.7	Manual for Equipment and Systems	01730–3
1.8	Instruction of Owner Personnel	01730–4
1.9	Submittals	01730–4

**PART 2 – PRODUCTS**

Not Used

**PART 3 – EXECUTION**

Not Used

**SECTION 01730**  
**OPERATION AND MAINTENANCE DATA**

**PART 1 – GENERAL**

**1.1 SECTION INCLUDES**

- A. Format and content of manuals.
- B. Instruction of Owner's personnel.
- C. Schedule of submittals.

**1.2 RELATED SECTIONS**

- A. Section 01300 – Submittals: Submittals procedures. Shop drawings, product data, and samples.
- B. Section 01400 – Quality Control.
- C. Section 01702 – Contract Closeout: Contract closeout procedures, project record, and documents.
- D. Section 01740 – Warranties.
- E. Section 01741 – Bonds.
- F. Individual Specifications Sections: Specific requirements for operation and maintenance data.

**1.3 QUALITY ASSURANCE**

- A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.

**1.4 FORMAT**

- A. Prepare data in the form of an instructional manual.
- B. Binders: Commercial quality, 8-1/2 x 11 three D side ring] binders with durable plastic covers; two (2) maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- C. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- D. Provide tabbed dividers for each separate product and system, with typed description of product and major component parts of equipment.

- E. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- F. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- G. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.

## **1.5 CONTENTS OF EACH VOLUME**

- A. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Architect/Engineer, Subconsultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.
- B. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- C. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- D. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- E. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.
- F. Warranties: Bind in copy of each.
- G. Bonds: Bind in original of each.

## **1.6 MANUAL FOR MATERIALS AND FINISHES**

- A. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Provide information for re-ordering custom manufactured Products.
- B. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional Requirements: As specified in individual Product specification sections.



- E. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

## **1.7 MANUAL FOR EQUIPMENT AND SYSTEMS**

- A. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.
- B. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- C. Include color-coded wiring diagrams as installed.
- D. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- E. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- F. Provide servicing and lubrication schedule, and list of lubricants required.
- G. Include manufacturer's printed operation and maintenance instructions.
- H. Include sequence of operation by controls manufacturer.
- I. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- J. Provide control diagrams by controls manufacturer as installed.
- K. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- L. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- M. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- N. Include test and balancing reports.
- O. Additional Requirements: As specified in individual product specification sections.
- P. Provide a listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.

**1.8 INSTRUCTION OF OWNER PERSONNEL**

- A. Before final walk through, instruct Owner's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems, at agreed upon times.
- B. For equipment requiring seasonal operation, perform instructions for other seasons within six (6) months.
- C. Use operation and maintenance manuals as basis for instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- D. Prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.

**1.9 SUBMITTALS**

- A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect/Engineer will review draft and return one copy with comments.
- B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.
- C. Submit 1 copy of completed volumes 15 days prior to final walk through. This copy will be reviewed and returned, with Architect/Engineer comments. Revise content of all document sets as required prior to final submission.
- D. Submit two (2) sets of revised final volumes in final form within 10 days after final walk through.

**PART 2 – PRODUCTS**

Not Used

**PART 3 – EXECUTION**

Not Used

END OF SECTION

**INDEX TO**  
**SECTION 01740 – WARRANTIES**

<b>Paragraph</b>	<b>Title</b>	<b>Page</b>
<b>PART 1 – GENERAL</b>		
1.1	Section Includes	01740-1
1.2	Related Sections	01740-1
1.3	Form of Submittals	01740-1
1.4	Preparation of Submittals	01740-1
1.5	Time of Submittals	01740-2

**PART 2 – PRODUCTS**

Not Used

**PART 3 – EXECUTION**

Not Used

## **SECTION 01740**

### **WARRANTIES**

#### **PART 1 – GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Preparation and submittal of warranties.
- B. Time and schedule of submittals.

##### **1.2 RELATED SECTIONS**

- A. General Conditions – EJCDC: Warranties and correction of work.
- B. Section 01702 – Contract Closeout: Contract closeout procedures.
- C. Section 01730 – Operation and Maintenance Data.
- D. Individual Specifications Sections: Warranties required for specific Products or Work.

##### **1.3 FORM OF SUBMITTALS**

- A. Bind in commercial quality 8-1/2 x 11 appropriately sized three D side ring binders with durable plastic covers.
- B. Cover: Identify each binder with typed or printed title WARRANTIES with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- C. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of Product or work item.
- D. Separate each warranty with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

##### **1.4 PREPARATION OF SUBMITTALS**

- A. Obtain warranties executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.

- D. Retain warranties until time specified for submittal.

#### **1.5 TIME OF SUBMITTALS**

- A. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
- B. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
- C. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty period.

#### **PART 2 – PRODUCTS**

Not Used

#### **PART 3 – EXECUTION**

Not Used

END OF SECTION

**INDEX TO**  
**SECTION 01741 – BONDS**

<b>Paragraph</b>	<b>Title</b>	<b>Page</b>
<b>PART 1 – GENERAL</b>		
1.1	Section Includes	01741-1
1.2	Related Sections	01741-1
1.3	Form of Submittals	01741-1
1.4	Preparation of Submittals	01741-1
1.5	Time of Submittals	01741-2

**PART 2 – PRODUCTS**

Not Used

**PART 3 – EXECUTION**

Not Used

## **SECTION 01741**

### **BONDS**

#### **PART 1 – GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Preparation and submittal of bonds.
- B. Time and schedule of submittals.

##### **1.2 RELATED SECTIONS**

- A. Document 00021 - Invitation to Bid, 00110 - Instruction to Bidders, and Bid bonds.
- B. Document General Conditions - EJCDC: Performance bond and labor and material payment bonds.
- C. Section 01702 - Contract Closeout: Contract closeout procedures.
- D. Section 01730 - Operation and Maintenance Data.
- E. Individual Specifications Sections: Bonds required for specific Products or Work.

##### **1.3 FORM OF SUBMITTALS**

- A. Bind in commercial quality 8-1/2 x 11 appropriately sized three D side ring binders with durable plastic covers.
- B. Cover: Identify each binder with typed or printed title BONDS with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- C. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of Product or work item.
- D. Separate each bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

##### **1.4 PREPARATION OF SUBMITTALS**

- A. Obtain bonds executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of bond until the Date of Substantial completion is determined.
- B. Verify documents are in proper form, contain full information, and are notarized.

- C. Co-execute submittals when required.
- D. Retain bonds until time specified for submittal.

#### **1.5 TIME OF SUBMITTALS**

- A. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
- B. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
- C. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the bond period.

#### **PART 2 – PRODUCTS**

Not Used

#### **PART 3 – EXECUTION**

Not Used

END OF SECTION



**INDEX TO**  
**SECTION 02731 – WASTEWATER COLLECTION SYSTEM**

<b>Paragraph</b>	<b>Title</b>	<b>Page</b>
<b>PART 1 – GENERAL</b>		
1.1	Section Includes	02731-1
1.2	Related Sections	02731-1
1.3	Options	02731-1
1.4	References	02731-1
1.5	Measurement and Payment	02731-3
1.6	Quality Assurance	02731-5
1.7	Product, Delivery, Storage & Handling	02731-6
1.8	Job Conditions	02731-6
1.9	Sequencing and Scheduling	02731-6
1.10	Alternatives	02731-6
1.11	Guarantee	02731-6
1.12	Existing Utilities	02731-6
1.13	Testing	02731-7
<b>PART 2 – PRODUCTS</b>		
2.1	Sewer Pipe	02731-7
2.2	Joints – Gravity System	02731-8
2.3	Force Main	02731-8
2.4	Casing	02731-9
2.5	Casing Spacers	02731-9
2.6	Manholes	02731-9
2.7	Tees and Wyes	02731-10
2.8	Laterals and Cleanouts	02731-10
2.9	Stone Bedding	02731-11
2.10	Sand Bedding and Backfill	02731-11
2.11	Borrow	02731-11
2.12	Air Release Valve	02731-11
2.13	Metal Detector Tape	02731-11
2.14	Tracer Wire	02731-11
2.15	Check Valves	02731-12
2.16	Gate Valves	02731-12
2.17	Plug Valves	02731-12
2.18	Product Review	02731-12

<b>Paragraph</b>	<b>Title</b>	<b>Page</b>
<b>PART 3 – EXECUTION</b>		
3.1	Construction Observation	02731–13
3.2	Location and Grade	02731–13
3.3	Sewer Excavation	02731–13
3.4	Trench Wall Support	02731–14
3.5	Laying Pipe	02731–14
3.6	Separation Between Water & Sanitary Sewer	02731–15
3.7	Backfilling	02731–16
3.8	Manholes	02731–17
3.9	Stone Bedding	02731–17
3.10	Sand Bedding and Backfill	02731–18
3.11	Deflection	02731–18
3.12	Leakage	02731–18
3.13	Cleaning and Acceptance	02731–19
3.14	Closing Pipe	02731–19
3.15	Partial Acceptance of the Work	02731–19
3.16	Grassing	02731–20
3.17	Record Data	02731–20
3.18	Remove and Replace Pavement	02731–20
3.19	Metallic Detector Tape	02731–20
3.20	Tracer Wire	02731–20
3.21	Connect Sewers to Existing Structures	02731–20
3.22	Field Quality Control	02731–21
3.23	Air Release Valve	02731–21
3.24	Force Main	02731–21
3.25	Bypassing	02731–24

**SECTION 02731**  
**WASTEWATER COLLECTION SYSTEM**

**PART 1 – GENERAL**

**1.1 SECTION INCLUDES**

- A. Sewer Pipes.
- B. Manholes.
- C. Connect to existing system.
- D. All necessary appurtenances to collect the wastewater and deliver it to the existing system.
- E. Force Main

**1.2 RELATED SECTIONS**

- A. Section 02570 – Traffic Control.
- B. Section 02955 – Sewer Line Cleaning and Root Removal.
- C. Section 02956 – Sanitary Sewer Manhole Rehabilitation.
- D. Section 02957 – Sanitary Sewer Cured-in-Place Pipe (CIPP).

**1.3 OPTIONS**

- A. The specifications describe several materials. Where manufacturers and models of equipment are named in the specifications, it is intended these are to describe quality and function required. Contractor may use equipment or materials of other manufacturers provided they are reviewed and accepted by the Engineer and Owner as equivalent to those specified.

**1.4 REFERENCES (Latest Revision)**

- A. ASTM A 139 – Electric-Fusion (Arc) Welded Steel Pipe (NPS 4 and Over).
- B. ASTM A 377 – Index of Specifications for Ductile Iron Pressure Pipe.
- C. ASTM A 615/A 615 M – Deformed and Plain Carbon – Steel Bars for Concrete Reinforcement.
- D. ASTM A 746 – Ductile Iron Gravity Sewer Pipe.
- E. ASTM C 39/C 39M – Compressive Strength of Cylindrical Concrete Specimens.

- F. ASTM C 443 – Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.
- G. ASTM C 478 – Circular Precast Reinforced Concrete Manhole Sections.
- H. ASTM C 890 – Minimum Structural Design Loading for Monolithic or Sectional Precast Concrete Water and Wastewater Structures.
- I. ASTM C 891 – Installation of Underground Precast Concrete Utility Structures.
- J. ASTM C 913 – Precast Concrete Water and Wastewater Structures.
- K. ASTM D 714 – Evaluating Degree of Blistering of Paints.
- L. ASTM D-1557 – Laboratory Compaction Characteristics of Soil Using Modified Effort.
- M. ASTM D 2241 – Poly (Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series).
- N. ASTM D 2321 – Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications.
- O. ASTM D 2774 – Underground Installation of Thermoplastic Pressure Piping.
- P. ASTM D 2794 – Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
- Q. ASTM D 3034 – Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
- R. ASTM D 3139 – Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals.
- S. ASTM D 3212 – Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals.
- T. ASTM D 3740 – Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- U. ASTM D-6938 – In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).
- V. ASTM E 96 – Water Vapor Transmission of Materials.
- W. ASTM E 329 – Agencies Engaged in Construction Inspection, Testing, or Special Inspection.
- X. ASTM F 477 – Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
- Y. ASTM F 1417 – Installation Acceptance of Plastic Non-Pressure Sewer Lines Using Low-Pressure Air.
- Z. ASTM G 154 – Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for UV Exposure of Nonmetallic Materials.
- AA. AWWA C 110 – Ductile-Iron and Gray-Iron Fittings

- BB. AWWA C 111 – Rubber–Gasket Joints for Ductile Iron Pressure Pipe and Fittings.
- CC. AWWA C115 – Flanged Ductile Iron Pipe with Ductile Iron or Gray Iron Threaded Flanges.
- DD. AWWA C 150 – Thickness Design of Ductile Iron Pipe.
- EE. AWWA C 151 – Ductile Iron Pipe, Centrifugally Cast, for Water.
- FF. AWWA C 153 – Ductile-Iron Compact Fittings
- GG. AWWA C–500 – Metal–Seated Gate Valves for Water Supply Service.
- HH. AWWA C–509 – Resilient–Seated Gate Valves for Water Supply Service.
- II. AWWA C 600 – Installation of Ductile Iron Water Mains and their appurtenances.
- JJ. AWWA C900 – Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 Inches through 60 inches, for Water Transmission and Distribution.
- KK. ACI 318 – Building Code Requirements for Structural Concrete.

## **1.5 MEASUREMENT AND PAYMENT**

- A. Measurement – Items listed in the proposal shall be considered as sufficient to complete work in accordance with plans and specifications. Any portion of work not listed in the bid form shall be deemed to be a part of item it is associated with and shall be included in costs of unit shown on bid form. Payment for unit shown on the bid form shall be considered satisfactory to cover cost of all labor, material, equipment, and performance of all operations necessary to complete work in place. The unit of measurement shall be unit shown on bid form. Payment shall be based upon the actual quantity multiplied by unit prices. Where work is to be performed at a lump sum price, the lump sum shall include all operations and elements necessary to complete work.
- B. Payment
  - 1. Gravity Sewer Pipe – Measurements will be made between the centers of manholes or to other pipe ends. No deduction will be made for the space occupied by fittings. Payment will be made at the contract unit price per linear foot for each pipe size at various depths of cut. Depths of cut are measured from existing ground unless otherwise noted. Payment will include cost of pipe, plugs, dewatering, excavating all material, testing, backfilling, compaction, cleaning, metal detector tape, tracing wire, and all work necessary to complete the sewer lines.
  - 2. Trench Wall Supports – No separate payment will be made for bracing and sheeting.
  - 3. Removal and Replacement of Manholes – Payment for manholes will be made at the unit price for various types and depths. Manhole depths are

measured from invert to proposed finish grade unless otherwise noted. Payment shall include cost of excavating, dewatering, constructing manholes in accordance with plans, furnishing and installing a frame and cover, steps, interior and exterior coatings, pipe connectors, backfilling, and compacting material around the manhole. Payment shall also include all removal of existing manholes and all labor required for manhole removal.

4. Stone Bedding – Will be measured by using the length and depth for which stone is specified by Engineer or Geotechnical Consultant, times a width of 4 feet wider than outside barrel of pipe. Payment will include cost of removing unsuitable material and furnishing and placing the stone and structural geotextile.
5. Sand Bedding and Backfill– Will be measured by using the length and depth for which sand is specified by Engineer or Geotechnical Consultant, times a width of four feet wider than outside barrel of pipe. Payment will include excavating the unsuitable material below the invert, furnishing, and compacting the sand bedding.
6. Service Connection – Payment will be made at the contract unit price. Payment shall include the fitting, plug, and marking stake.
7. Metal Detector Tape – No separate payment will be made for tape. Cost of furnishing and placing metal detector tape shall be included in the contract unit price for installing sewer and force main pipe.
8. Tracer Wire – No separate payment will be made for wire. The cost of furnishing and placing tracer wire shall be included in the contract unit price for installing force main pipe, sanitary sewer, and service laterals.
9. Laterals – Shall be measured from center of main to the point where lateral reaches property line. Payment will include furnishing the pipe, cleanout, excavation, installation, metal detector tape, tracing wire, backfilling, compaction, and all work and materials necessary to complete laterals.
10. Grassing – There will be no separate measurement or payment. Grassing shall be a subsidiary obligation of Contractor in the restoration of disturbed areas.
11. Remove and Replace Existing Pavement – Payment will be made on a square yard basis, and in accordance with the detail shown.
12. Force Mains – Shall be paid for at the contract unit price for various sizes. Payment will include the pipe, fittings, thrust blocking, restrained joints, excavation, backfilling, compaction, testing, grassing, metal detector tape, tracing wire, and clean-up.
13. Fittings – Fittings for iron and plastic pipe in the system will be paid for on the basis of the unit price per pound of ductile iron fittings at the weights listed in AWWA Specification C-153 for mechanical joint compact fittings. (Excluding Accessories.) No distinction will be made between the weight

of compact ductile iron, cast iron or ductile iron fittings, unless the fittings used are not manufactured as compact fittings. Fittings not manufactured as compact fittings will be paid for on the basis of the unit price per pound of ductile iron fittings at the weights listed in AWWA C-110. P.V.C. fittings used for P.V.C. pipe, at the Contractor's option, will be considered a subsidiary obligation to the pipe and will not be measured for separate payment. Payment for P.V.C. fittings shall be included in the unit price per foot for P.V.C. The adapters necessary to connect to valves shall be considered a part of the line in which they are installed.

14. Air Release Valve and Manhole – Payment will be made at the contract unit price and will include furnishing and installing valve and manhole, backfilling, compacting, grassing, and clean-up.
15. Plug, Check & Gate Valves – Payment will be made at the contract unit price and will include furnishing and installing valve, valve box or manhole, backfilling, compacting, grassing, and clean-up.
16. Connect Sewers to Existing Structures – Payment will be made at the contract unit price for each pipe size connected. For precast structures payment shall include cost of dewatering, excavation, coring, furnishing and installing flexible sleeve, installing and connecting pipe to sleeve, backfilling, compaction, clean-up, and all work necessary to complete the connection. For brick structures, payment shall include cost of dewatering, excavation, cutting a hole, installing and grouting in pipe, backfilling, compaction, cleanup, and all work necessary to complete the connection.

## 1.6 QUALITY ASSURANCE

- A. Contractor will furnish the Engineer and Owner a description of all material before ordering. Engineer will review the Contractor's submittals and provide in writing an acceptance or rejection of material.
- B. Where ductile iron pipe is indicated on the plans, or required by Engineer, it shall be used.
- C. Material and equipment shall be the standard products of a manufacturer who has manufactured them for a minimum of two years and provides published data on their quality and performance.
- D. A subcontractor for any part of the work must have experience on similar work, and if required, furnish Engineer with a list of projects and Owners or Engineers who are familiar with its competence.
- E. If Contractor wishes to furnish devices, equipment, structures, and systems not designed by Engineer, these items shall be designed by either a Professional Engineer registered in the project state or by someone Engineer accepts as qualified. If required, complete design calculations and assumptions shall be furnished to the Engineer or Owner before acceptance.

- F. Testing shall be by a testing laboratory which operates in accordance to ASTM D 3740 or E 329 and shall be acceptable to Engineer prior to engagement. Mill certificates of tests on materials made by manufacturers will be accepted provided the manufacturer maintains an adequate testing laboratory, makes regularly scheduled tests, spot checked by an outside laboratory, and furnishes satisfactory certificates with name of entity making test.
- G. Infiltration, line and grade of sewer, pump performance, and hydrostatic tests on force mains shall be made by Contractor with equipment qualified by Engineer and in the presence of Engineer. Engineer or Project Representative reserves the right to accept or reject testing equipment.

## **1.7 PRODUCT DELIVERY, STORAGE & HANDLING**

- A. Material shall be unloaded in a manner avoiding damage and shall be stored where it will be protected and will not be hazardous to traffic. If stored on private property, Contractor shall obtain permission from property owner and shall repair any damage caused by the storage. Material shall be examined before installation. Neither damaged nor deteriorated material shall be used in the work.

## **1.8 JOB CONDITIONS**

- A. Installation of the wastewater collection system must be coordinated with other work on site. Generally, wastewater pipes will be installed first and shall be backfilled and protected so subsequent excavating and backfilling of other utilities does not disturb them. Contractor shall replace or repair any damaged pipe or structure at no additional expense to the Owner.

## **1.9 SEQUENCING AND SCHEDULING**

- A. Contractor shall arrange the work so sections of sewers between manholes are backfilled and tested, lateral sewers connected, pavement replaced, and placed in service as soon as reasonable after installation.

## **1.10 ALTERNATIVES**

- A. The intention of these specifications is to produce the best system for the Owner. If the Contractor suggests alternate material, equipment or procedures will improve results at no additional cost, Engineer and Owner will examine suggestion, and if accepted, it may be used. The basis upon which acceptance of an alternate will be given is its value to Owner, and not for Contractor's convenience.

## **1.11 GUARANTEE**

- A. Contractor shall guarantee quality of materials, equipment, and workmanship for 12 months after acceptance of the completed Project. Defects discovered during this period shall be repaired by Contractor at no cost to the Owner.

## **1.12 EXISTING UTILITIES**

- A. All known utility facilities are shown schematically on the construction drawings, and are not necessarily accurate in location as to plan or elevation. Utilities such



as service lines or unknown facilities not shown will not relieve the Contractor of responsibility under this requirement. "Existing Utilities Facilities" means any utility existing on the project in its original, relocated, or newly installed position. Contractor will be held responsible for cost of repairs to damaged underground facilities, even when such facilities are not shown on the drawings.

- B. The Contractor shall call for underground utility locations before starting work. Underground utilities location service can be contacted at [1-800-282-7411 (GA) or 811.

### 1.13 TESTING

- A. Laboratory tests for moisture density relationship for fill materials shall be in accordance with ASTM D 1557, (Modified Proctor).
- B. In place density tests in accordance with ASTM D 2922.
- C. Testing laboratory shall operate in accordance with ASTM D 3740 and E 329 and be acceptable to the Engineer.
- D. Testing laboratory and Project Engineer/Project Representative shall be given a minimum of 48-hours' notice prior to taking any tests.
- E. Testing shall be Contractor's responsibility and shall be performed at the Contractor's expense by a commercial testing laboratory operating in accordance with subparagraph C above.
- F. Test results shall be furnished to the Engineer prior to continuing with associated or subsequent work.

## PART 2 – PRODUCTS

Materials used in the work shall be those named in Bid Form. In multiple type bids, selection of material types will be at the opinion of Owner. Materials and products used shall conform to one of the following:

### 2.1 SEWER PIPE

- A. PVC Pipe (4"–15" Gravity Sewer) – Shall be polyvinyl chloride plastic (PVC) and shall meet all requirements of ASTM D 3034 SDR 26, except for depths less than 3 feet where ductile iron pipe must be installed. All pipe shall be suitable for use as a gravity sewer conduit. Provisions must be made for contraction and expansion at each joint with a rubber gasket. Pipe sizes and dimensions shall be as shown below. All pipe shall be green or white in color with factory marked homing lines. Fittings shall meet the same specification requirements as pipe.

Nom. Size	Outside Diameter		Min. Wall Thickness
	Average	Tolerance	SDR-26
4	4.215	± 0.009	.162

6	6.275	± 0.011	.241
8	8.400	± 0.012	.323
10	10.500	± 0.015	.404
12	12.500	± 0.018	.481

Tests on PVC Pipe – Pipe shall be designed to pass all tests at 73 ° F. ( $\pm 3^{\circ}$  F.).

- B. PVC Pipe (16" – 64" Gravity Sewer) – Shall be polyvinyl chloride plastic (PVC) and shall meet all requirements of AWWA C900 with a minimum DR of 18, except for depths less than 3 feet where ductile iron pipe must be installed. All pipe shall be suitable for use as a gravity sewer conduit. Provisions must be made for contraction and expansion at each joint with a rubber gasket. Pipe sizes and dimensions shall conform to AWWA C900. All pipe shall be green or white in color with factory marked homing lines. Fittings shall meet the same specification requirements as pipe.

Tests on PVC Pipe – Pipe shall be designed to pass all tests at 73 ° F. ( $\pm 3^{\circ}$  F.).

- B. Ductile Iron – Shall conform to AWWA C 150, AWWA C 151 and ASTM A 746. All pipe shall be Pressure Class 350 unless otherwise noted. All ductile iron pipes and fittings shall be bituminous coated on the outside and lined with Protecto 401 Ceramic Epoxy or equivalent on inside.
1. Coating on the outside shall be an asphaltic coating approximately 1 mil thick. Finished coating shall be continuous, smooth, neither brittle when cold or sticky when exposed to sun, and shall be strongly adherent to the iron.
  2. Protecto 401 Ceramic Epoxy or equivalent interior lining shall conform to ASTM E 96, ASTM D 714, ASTM D 2794, and ASTM G 53. Interior of the pipe shall receive 40 mils nominal dry film thickness of epoxy. Lining application, inspection, certification, handling, and surface preparation of area to receive the protective coating shall be in accordance with manufacturer's specifications and requirements.

## 2.2 JOINTS – GRAVITY SYSTEM

- A. Joints for Ductile Iron Pipe – Shall be slip-on rubber equivalent to "Fastite," "All-tite," or "Tyton."
- B. Joints for PVC Pipe – Shall be integral wall bell and spigot with a rubber ring gasket. Joints shall conform to ASTM D 3212 and gaskets to ASTM F 477.

## 2.3 FORCE MAIN

- A. P.V.C. – All pipe shall be green in color with factory marked homing lines. Pipe with diameter less than 4 inches shall conform to all requirements of ASTM D 2241, SDR 26, Class 160. Pipe 4 inches through 18 inches shall conform to all requirements of AWWA C900 with CI outside diameter, minimum DR of 18, Pressure Class of 235 p.s.i. Joints shall be in accordance with ASTM D 3139.

- B. Ductile Iron pipe shall be in accordance with Paragraph 2.1-B and conform to ASTM A 377. Push-on-Joints shall be slip-on rubber equivalent to "Fastite," "All-tite," or "Tyton." Flanged joints shall conform to AWWA C 115. Gaskets shall conform to AWWA C 111.
- C. Thrust blocking shall be sized as detailed on the construction drawings of 3,000 p.s.i. concrete. Blocking shall be provided at all bends deflecting 11-1/4° degrees or more and bear directly against the undisturbed trench wall.
- D. Restrained Joints – Restrained joints for pipe, valves and fittings shall be mechanical joints with ductile iron retainer glands equivalent to "Megalug" or push-on type joints equivalent to "Lok-Ring," "TR Flex," or "Super Lock" and shall have a minimum rated working pressure equal to the item restrained with a minimum safety factor of 2:1. Joints shall be in accordance with the applicable portions of AWWA C-111. Manufacturer of joints shall furnish certification, witnessed by an independent laboratory, stating joints furnished have been tested without signs of leakage or failure. Restrained joints shall be capable of being deflected after assembly.
- E. Fittings:
  - 1. Fittings for Ductile Iron or Plastic Pipe – Shall be ductile iron, manufactured in accordance with AWWA C-153. They shall be cement lined in accordance with AWWA C-104. Fittings shall be designed to accommodate the type of pipe used.
  - 2. Fittings for Flanged Pipe – Shall be manufactured in accordance with AWWA C-110, Class 125 flanges.
  - 3. Fittings for Plastic Pipe – Less than 4 inches shall be PVC with ring tite rubber joints conforming to ASTM D-3139.

## **2.4 CASING**

- A. Casing pipe shall be steel conforming to ASTM A 139, yield point of 35,000 p.s.i., of the diameter shown on drawings at each crossing. The minimum wall thickness shall be 0.25 inches.

## **2.5 CASING SPACERS**

- A. Casing spacers shall be bolt on style with a shell made in two sections of a minimum 14 gauge T-304 Stainless Steel. Connecting flanges shall be ribbed for extra strength. The shell shall be lined with a PVC liner. All nuts and bolts shall be T-304 Stainless Steel. Runners shall be made of Ultra High Molecular Weight Polymer with inherently high abrasion resistance and a low coefficient of friction. The combined height of supports and runners shall keep carrier pipe a minimum of 0.75-inches from casing pipe at all times. Casing Spacers shall be as manufactured by Cascade Waterworks Manufacturing Company, or accepted equivalent.

## **2.6 MANHOLES**

- A. Masonry – Shall be new whole brick of good quality laid in masonry mortar or cement mortar made of one part Portland cement and two parts clean sharp

sand. Every brick shall be fully bedded in mortar. Manholes shall conform to locations and details shown on the plans.

- B. Precast Concrete – Shall be reinforced concrete constructed in accordance with ASTM C 478 and details shown on the plans "Precast Concrete Manholes." Coarse aggregate shall be granite stone. The joints shall be tongue and groove sealed with flexible gaskets or mastic sealant. Gaskets shall be O-Ring or equivalent to Type A or B "Tylox" conforming to ASTM C 443. Mastic shall be equivalent to "Ram-nek" with primer. Primer shall be applied to all contact surfaces of manhole joint at the factory in accordance with manufacturer's instructions.
- C. Frames and Covers – Shall be cast iron equivalent to the following:  
  
Neenah Foundry Co. R-1668 Type "C" Lid
- D. Manhole Steps – Shall be equivalent to M.A. Industries, Type PS-1 or PS-2-PF. Steps shall be installed at the manhole factory and in accordance with recommendations of step manufacturer. Manholes will not be acceptable if steps are not installed accordingly.
- E. Pipe Connections – Shall have flexible watertight joints at sewer main point of entry into the manhole. The joint shall be an EPDM or polyisoprene sleeve equivalent to "Kor-N-Seal."
- F. Coatings – New manholes shall have all interior surfaces coated with a factory applied acrylic polymer-base coating and sealant. The coating shall be ConSeal CS-55 manufactured by Concrete Sealants, New Carlisle, Ohio or an accepted equivalent. The coating shall be applied in three coats to achieve a total dry film thickness of at least 3.5 mils in accordance with manufacturer's recommendations. Surfaces shall be cleaned of all dust, form oils, curing compounds and other foreign matter prior to the coating application.

New or existing manholes requiring a force main tie-in and the next downstream manhole shall be coated with 125 wet film mils of Raven 405 ultra high build epoxy or an accepted equivalent. The interior surfaces shall be cleaned and prepared according to manufacturer's recommendations.

## **2.7 TEES AND WYES**

- A. Gravity sewer tees and wyes shall be four or six inches and same diameter as the run of pipe. They shall be of same material as the sewer main.
- B. Wyes for cleanouts shall be of same material as the lateral pipe.

## **2.8 LATERALS AND CLEANOUTS**

- A. Shall be Ductile Iron Pipe conforming to paragraph 2.1-B, with push-on joints or Polyvinyl Chloride pipe with bells and rubber gaskets for jointing, conforming, to Paragraph 2.1-A, PVC Pipe.
- B. Cleanout Access Box shall be equivalent to U.S. Foundry USF 7623 in pavement or Genova Products 4-inch Schedule 40 PVC-DWV Cleanout Fitting with threaded plug out of pavement.

## 2.9 STONE BEDDING

- A. Shall be graded crushed granite with the following gradation:

Square Opening Size	Percent Passing
1 inch	100%
3/4 inch	90 to 100%
3/8 inch	0 to 65%
No. 4	0 to 25%

## 2.10 SAND BEDDING AND BACKFILL

- A. Shall be clean sand free from clay and organic material. Not more than 10% shall pass the No. 100 sieve.

## 2.11 BORROW

- A. Where it is determined sufficient suitable material is not available from the site to satisfactorily backfill pipe to at least two feet above top of pipe, Contractor shall furnish suitable sandy borrow material to accomplish requirements. Material shall not have more than 60% passing the No. 100 sieve, nor more than 20% passing a No. 200 sieve.

## 2.12 AIR RELEASE VALVE

- A. Shall be designed for sewage service. The valve shall be constructed of a cast iron body, stainless steel or bronze trim, and stainless steel float. The inlet shall be 2 inches, 5/16 inch orifice, and a venting capacity of 35 c.f.f.a.m. The working pressure shall be 0 to 50 p.s.i. It shall conform to detail shown on the drawings.

## 2.13 METAL DETECTOR TAPE

- A. Will be installed above all pipe. Tape shall consist of 0.35 mils thick solid foil core encased in a protective plastic jacket resistant to alkalis, acids, and other destructive elements found in the soil. The lamination bond shall be strong enough so layers cannot be separated by hand. Total composite thickness shall be 5.0 mils. Foil core to be visible from unprinted side to ensure continuity. The tape shall have a minimum 3 inch width and a tensile strength of 35 lbs. per inch.

A continuous warning message indicating "sewer line" repeated every 16 inches to 36 inches shall be imprinted on the tape surface. Tape shall contain an opaque color concentrate designating color code appropriate to the line being buried (Sewer Line – Green).

## 2.14 TRACER WIRE

- A. Will be used over all force main, sanitary sewer and service lateral lines. Tracer wire shall be #12 AWG High-Strength Copper Clad Steel (HS-CCS) Conductor, insulated with 30 mil High Density Polyethylene (HDPE) Insulation, and rated for direct burial.

Insulation color shall meet APWA color code standards for identification of buried utilities.

- B. Wire connectors shall be designed for direct burial and moisture resistance. Connectors shall be equivalent to 3M DBR/Y-6 Direct Bury Splice Kit.

## **2.15 CHECK VALVES**

- A. Shall be designed for sewage service. The valve shall be cast iron and bronze fitted. The valve shall be a spring and lever type with neoprene seat and O-Ring seals on a stainless steel valve pin, for pipes 3 inches and larger in diameter. For check valves smaller than 3 inches, the valve shall be a fully ported 150 p.s.i. rated ball check valve with a corrosion resistant phenolic base and a rubber seat. Check valve shall be of full waterway design for quiet operation and with a flow area through the valve equal to or exceeding flow area of pipe to which it is installed.

## **2.16 GATE VALVES**

- A. Two Inches and Larger – Shall be cast iron or ductile iron body, bronze mounted, double disc or resilient wedge design, with non-rising stems, conforming to AWWA C 500, C 509, or C 515. Valves shall have ends to match the pipe to which they are attached. Attachment to plastic pipe shall be made by special adapters. Valves shall have a working pressure of 200 p.s.i. and be tested at 400 p.s.i.

Valves shall be furnished with "O" ring packing. One "O" ring shall be located above the thrust collar and one below. Thrust collar shall be permanently lubricated and have an anti-friction washer on top of the thrust collar.

- B. Smaller than 2 inches – Shall be all brass, ball valve type. The pressure rating shall be 175 p.s.i.
- C. Valve Boxes – Underground valves shall be installed in acceptable valve boxes. Valve boxes shall have a suitable base that does not damage valve or pipe, and shaft extension sections to cover and protect the valve and permit easy access and operation. The box, cover, and extensions shall be cast or ductile iron having a crushing strength of 1,500 pounds per linear foot.

## **2.17 PLUG VALVES**

- A. Shall be fully ported and of the same diameter as pipes to which they are attached. They shall have semi-steel bodies, all metal plugs, stainless steel bearings, and be equivalent to DeZurik 100% port eccentric (PEF) valves, lever operated. All valves 6 inches and larger shall be equipped with gear actuator and handwheel.

## **2.18 PRODUCT REVIEW**

- A. Contractor shall provide the Engineer with a complete description of all products before ordering. Engineer will review all products before they are ordered by Contractor.

## **PART 3 – EXECUTION**

### **3.1 CONSTRUCTION OBSERVATION**

- A. The line, grade, deflection, and infiltration of sewers shall be tested by Contractor under the direction of Engineer. Engineer or Project Representative will have the right to require any portion of work be completed in their presence. If work is covered up after such instruction, it shall be exposed by Contractor for observation. However, if Contractor notifies Engineer such work is scheduled and Engineer fails to appear within 48 hours, the Contractor may proceed. All work completed and materials furnished shall be subject to review by the Engineer or Project Representative. All improper work shall be reconstructed. All materials not conforming to requirements of specifications shall be removed from the work upon notice being received from Engineer for rejection of such materials. Engineer shall have the right to mark rejected materials to distinguish them as such.

Contractor shall give the Project Engineer or Project Representative a minimum of 48 hours notice for all required observations or tests.

It will also be required by Contractor to keep accurate, legible records of the location of all sanitary lines, service laterals, manholes, force mains, valves, bends, and appurtenances. These records will be prepared in accordance with "Record Data and Drawings" paragraph in the Special Conditions. Final payment to the Contractor will be withheld until all such information is received and accepted.

### **3.2 LOCATION AND GRADE**

- A. Line and grade of sewers and position of all manholes and other structures are shown on the drawings. Grade line as given on the profile or mentioned in these specifications means invert or inside bottom of pipe. Price for trenching shall include trench for depth below this line necessary to lay sewer to grade, but measurements for payment will be made only to grade line. Master control lines and bench marks have been provided by the Engineer. The Contractor shall be responsible for proper locations and grades of sewers.

### **3.3 SEWER EXCAVATION**

- A. Contractor shall perform all excavations of every description and of whatever substance encountered to the depth shown on the plans or specified for all sewers, manholes, and other appurtenances. All excavations shall be properly dewatered before installations are made, by the use of well points, pumping, or other methods accepted by Engineer. Trenches shall be excavated in conformance with the Occupational and Safety Health Administration's (OSHA) Regulations.

Where the character of soil is unsuitable for pipe bedding as determined by Engineer or Geotechnical Consultant, additional excavation will be authorized. Engineer or Geotechnical Consultant shall determine the depth needed for additional bedding and whether material will be sand or stone. The unsuitable material shall be disposed of at Contractor's expense in a proper manner. Bottom of all trenches shall be rounded to conform to the bottom of pipe, to afford full bearing on pipe barrel. Excavation in excess of depths and widths required for sewers, manholes, and other structures shall be corrected by pouring

subfoundations of 3,000 p.s.i. concrete and half cradle at the Contractor's expense.

- B. Trenches shall not be excavated more than 400 feet in advance of pipe laying.

### **3.4 TRENCH WALL SUPPORT**

- A. Bracing and Sheeting – The sides of all trenches shall be securely held by stay bracing, or by skeleton or solid sheeting and bracing, as required by soil conditions encountered, to protect adjoining property and for safety. Where shown on drawings or where directed by Engineer, the Contractor must install solid sheeting to protect adjacent property and utilities. Sheeting shall be steel or timber and Contractor shall submit design data, including the section modulus of members and arrangement for bracing at various depths, to Engineer for review before installing sheeting. It shall penetrate at least 3-feet below the pipe invert. Contractor shall ensure support of pipe and its embedment is maintained throughout installation and ensure sheeting is sufficiently tight to prevent washing out of the trench wall from behind sheeting.
- B. Sheeting Removal – Sheeting shall be removed in units and only when backfilling elevation has reached the level necessary to protect pipe, adjoining property, personnel, and utilities. Removal of sheeting or shoring shall be accomplished in a manner to preclude loss of foundation support and embedment materials. Fill voids left on removal of sheeting or shoring and compact all materials to required densities.
- C. Movable Trench Wall Supports – Do not disturb installed pipe and its embedment when using movable trench boxes and shields. Movable supports should not be used below top of pipe zone unless acceptable methods are used for maintaining the integrity of embedment material. Before moving supports, place and compact embedment to sufficient depths to ensure protection of the pipe. As supports are moved, finish placing and compacting embedment.
- D. When sheeting or shoring cannot be safely removed, it shall be left in place. Sheeting left in place shall be cut off at least 2 feet below the surface. No separate payment shall be made for bracing and sheeting except where shown on drawings or authorized by the Engineer.

### **3.5 LAYING PIPE**

- A. All sewer pipe shall be laid upgrade with spigots pointing downgrade and in accordance with ASTM D 2321. The pipe shall be laid in a ditch prepared in accordance with Paragraph 3.3 "Sewer Excavation." When sewer is complete, the interior surface shall conform on bottom accurately to grades and alignment fixed or given by Engineer. Special care shall be taken to provide a firm bedding in good material, select borrow, stone backfill or 3,000 p.s.i. concrete, as authorized, for length of each joint and 1/2 of the circumference. Holes shall be provided to relieve bells from bedding strain, but not so large to allow separation of the bell from barrel by settlement after backfilling. All pipe shall be cleaned out, and left clean. Every third joint shall be filled around immediately after being properly placed.



- B. Jointing – Comply with manufacturer's recommendations for assembly of joint components, lubrication, and making joints. When pipe laying is interrupted, secure piping against movement and seal open ends to prevent the entrance of water, mud, or foreign material.
- C. Placing and Compacting Pipe Embedment – Place embedment materials by methods that will not disturb or damage the pipe. Work in and tamp haunching material in area between the bedding and underside of pipe before placing and compacting remainder of embedment in pipe zone. Do not permit compaction equipment to contact and damage the pipe. Use compaction equipment and techniques compatible with materials used and location in the trench. Before using heavy compaction or construction equipment directly over the pipe, place sufficient backfill to prevent damage, excessive deflections, or other disturbance of the pipe.
- D. Rock or Unyielding Materials in Trench Bottom – If ledge rock, hard pan, shale, or other unyielding material, cobbles, rubble, debris, boulders, or stones larger than 1.5-inches are encountered in the trench bottom, excavate a minimum depth of 6-inches below pipe bottom and replace with proper embedment material.
- E. Vertical Risers – Provide support for vertical risers as commonly found at service connections, cleanouts, and drop manholes to preclude vertical or lateral movement. Prevent the direct transfer of thrust due to surface loads and settlement, and ensure adequate support at points of connection to main lines.
- F. Exposing Pipe for Making Service Line Connections – When excavating for a service line connection, excavate material from above the top of main line before removing material from sides of pipe. Materials and density of service line embedment shall conform to specifications for the main line.
- G. Cleanouts and access boxes shall be installed as shown on the construction drawings. Install concrete collar around access box as shown on detail.
- H. Manhole Connections – Use flexible water stops, resilient connectors, or other flexible systems acceptable to the Engineer making watertight connections to manholes and other structures. Fill annular space between pipe and precast concrete on inside of manhole with non-shrink grout.

Where work involves a highway, a Resident Engineer of the State Department of Transportation shall be notified 3 days before crossing is started. Where work involves a railroad, the work shall conform to requirements of AREA specifications. Division Superintendent of the Railroad shall be notified 3 days prior to beginning work. Before commencing work within the right-of-way of railroads or highways, Contractor shall verify Owner has obtained required permits.

### **3.6 SEPARATION BETWEEN WATER & SANITARY SEWER**

- A. Parallel Installation:
  - 1. Water mains shall be laid at least 10 feet horizontally from any existing or proposed sanitary sewer, storm sewer, or sewer manhole. The distance shall be measured edge-to-edge.

2. When conditions prevent a horizontal separation of 10 feet, water main may be laid closer to a sewer (on a case-by-case basis) provided the water main is laid in a separate trench or on an undisturbed earth shelf located on one side of the sewer at such an elevation where bottom of water main is at least 18 inches above top of sewer. It is advised the sewer be constructed of materials and with joints equivalent to water main standards of construction and be pressure tested to assure water-tightness prior to backfilling.

B. Crossing:

1. Water mains crossing house sewers, storm sewers, or sanitary sewers shall be laid to provide a separation of at least 18 inches between the bottom of water main and top of sewer. At crossings, one full length of water pipe shall be located so both joints will be as far from the sewer as possible. Special structural support for the water and sewer pipes may be required.
2. When conditions prevent a vertical separation of 18 inches, the sewer passing over or under water mains shall be constructed of materials and with joints equivalent to water main standards of construction and shall be pressure tested to assure water-tightness prior to backfilling.
3. When water mains cross under sewers, additional measures shall be taken by providing:
  - a. a vertical separation of at least 18 inches between bottom of the sewer and top of water main;
  - b. adequate structural support for sewers to prevent excessive deflection of joints settling on and breaking the water mains;
  - c. length of water pipe be centered at the point of crossing so joints will be equidistant and as far as possible from sewer; and
  - d. both sewer and water main shall be constructed of water pipe and subjected to hydrostatic tests, as prescribed in this document. Encasement of the water pipe in concrete shall also be considered.

### 3.7 BACKFILLING

- A. All trenches and excavation shall be backfilled immediately after pipes are laid therein, unless other protection of the pipe line is directed. Backfilling material shall be selected and deposited with special reference to the future safety of pipes. Except where special methods of bedding and tamping are provided for, clean earth or sand shall be solidly tamped about pipe up to a level at least 2 feet above top of pipes, and shall be carefully deposited to uniform layers, each layer solidly tamped or rammed with proper tools to not injure or disturb the pipeline. Remainder of the trench backfilling shall be carried on simultaneously on both sides of pipe in such a manner preventing injurious side pressure. The material used shall be selected from excavations anywhere on site if any of this soil is suitable. Backfill material shall be clean and free of rock, organic and other deleterious matter.

Under traffic areas, the top 24 inches of backfill material shall be compacted to a density of not less than 98% of maximum laboratory density at optimum moisture. Below the 24-inch line and to and including area around pipe, density shall not be less than 95% of maximum laboratory density at optimum moisture. In non-traffic areas, the backfill material shall be compacted to a density of not less than 90% of maximum laboratory density at optimum moisture unless otherwise accepted by Engineer. Compaction tests shall be conducted in accordance with ASTM D 6938 by an independent testing laboratory. Tests are to be taken at the direction of Engineer.

Whenever trenches have not been properly backfilled, or if settlement occurs, they shall be refilled, smoothed off and finally made to conform to the ground surface. Backfilling shall be carefully performed, and original surface restored to the full satisfaction of Engineer immediately after installation.

Where thermoplastic (PVC) pipe is installed, Contractor shall take precautions in accordance with ASTM D 2321, during backfilling operations so not to create excessive side pressures, or vertical or horizontal deflection of the pipe nor impair flow capacity.

### **3.8 MANHOLES**

- A. Manholes shall be constructed where shown on the drawings or where directed by Engineer. The channel in bottom of manholes shall be smooth and properly rounded. Special care must be exercised in laying the channel and adjacent pipes to grade. Manhole top elevations shall be greater than or equal to the 50-year flood elevation, unless watertight covers are provided. Tops of manholes outside of roads shall be built to grades 1-inch above ground surface in developed areas and 6 inches above ground surface in undeveloped areas unless otherwise shown on the plans. Manholes in roads shall be built to grades designated by the Engineer. Manhole sections with either honeycomb defects; exposed reinforcing; broken/fractured tongue or groove; or cracked walls will be subject to rejection by Engineer for use on the project. When mastic sealant is used, improperly applied primer will also be cause for rejection.

No leaks in any manhole will be acceptable. All repairs made from inside the manhole shall be made with mortar composed of one part Portland cement and two parts clean sand. The mixing liquid shall be straight bonding agent equivalent to "Acryl 60."

### **3.9 STONE BEDDING**

- A. Where, in the Engineer's or Geotechnical Consultant's opinion, subgrade of pipe trench is unsuitable material, Contractor shall remove unsuitable material to a depth determined by Engineer or Geotechnical Consultant and furnish and place stone backfill in trench to stabilize subgrade. Presence of water does not necessarily mean stone backfill is required. If well points or other types of dewatering will remove the water, Contractor shall be required to completely dewater trench in lieu of stone backfill. Stone bedding will be limited to areas where well pointing and other conventional methods of dewatering will not produce a dry bottom. Stone shall be placed 4 feet wider than the outside

diameter of pipe. The pipe shall be carefully bedded in stone as specified, or in accordance with manufacturer's recommendations.

### **3.10 SAND BEDDING AND BACKFILL**

- A. Where, in the Engineer's or Geotechnical Consultant's opinion, character of soil is unsuitable for pipe bedding, even though dewatered, additional depth of excavation as determined by Engineer or Geotechnical Consultant shall be made and replaced with clean sand furnished by Contractor.

### **3.11 DEFLECTION**

- A. It is the Contractor's responsibility to assure backfill is sufficient to limit pipe deflection to no more than 5%. When flexible pipe is used, a deflection test shall be made by Contractor on the entire length of installed pipeline, not less than 30-days after completion of all backfill and placement of any fill. Deflection shall be determined by use of a deflection device or by use of a spherical, spheroidal, or elliptical ball, a cylinder, or circular sections fused to a common shaft. Ball, cylinder, or circular sections shall have a diameter, or minor diameter as applicable, of 95% the inside pipe diameter. The ball, cylinder, or circular sections shall be of a homogeneous material throughout, shall have a density greater than 1.0 as related to water at 39.2 degrees F, and shall have a surface brinell hardness of not less than 150. The device shall be center bored and through bolted with a 1/4 inch minimum diameter steel shaft having a yield strength of 70,000 p.s.i. or more, with eyes at each end for attaching pulling cables. The eye shall be suitably backed with flange or heavy washer; a pull exerted on opposite end of shaft shall produce compression throughout remote end of ball, cylinder, or circular section. Circular sections shall be spaced so distance from the external faces of front and back sections shall equal or exceed diameter of circular section. Failure of the ball, cylinder, or circular section to pass freely through a pipe run, either by being pulled through by hand or by being flushed through with water, shall be cause for rejection of individual run. When a deflection device is used for the test in lieu of a ball, cylinder, or circular sections described, such device shall be acceptable to Engineer prior to use. Device shall be sensitive to 1.0% of diameter of pipe being measured and shall be accurate to 1.0% of indicated dimension. Installed pipe showing deflections greater than 5% of the normal diameter of pipe shall be retested by a run from opposite direction. If retest also fails, the suspect pipe shall be repaired or replaced at no cost to Owner.

### **3.12 LEAKAGE**

- A. In no stretch of sewer between any two adjoining manholes shall infiltration/exfiltration exceed 25 gallons/day/inch of pipe diameter per mile of pipe. In case leakage exceeds this amount, the sewer shall not be accepted until such repairs and replacements are made to comply with above requirements. Such corrections will be made at the Contractor's expense. All visible leaks shall be repaired, regardless of the amount of leakage.
- B. Lines shall be tested for leakage by low pressure air testing, infiltration tests, or exfiltration tests, as appropriate. Low pressure air testing for PVC pipe shall be as prescribed in ASTM F 1417. Prior to infiltration or exfiltration tests, trench shall be backfilled up to at least the lower half of pipe. If required, sufficient additional

backfill shall be placed to prevent pipe movement during testing, leaving the joints uncovered to permit inspection. Visible leaks encountered shall be corrected regardless of leakage test results. When water table is 2 feet or more above top of pipe at the upper end of pipeline section to be tested, infiltration shall be measured using a suitable weir or other device acceptable to Engineer. When Engineer determines infiltration cannot be properly tested, an exfiltration test shall be made by filling the line to be tested with water so a head of at least 2 feet is provided above both water table and top of pipe at upper end of pipeline to be tested. The filled line shall be allowed to stand until pipe has reached its maximum absorption, but not less than 4 hours. After absorption, the head shall be re-established. The amount of water required to maintain this water level during a 2-hour test period shall be measured. Leakage as measured by either the infiltration test or exfiltration test shall not exceed 25 gallons per inch diameter per mile of pipeline per day. When leakage exceeds the maximum amount specified, satisfactory correction shall be made and retesting accomplished. Testing, correction, and retesting shall be made at no additional cost to the Owner.

- C. The Contractor shall furnish equipment and plugs and subject force mains to hydrostatic tests at 100 p.s.i. for a period of two hours. Any leaks shall be located and repaired. Each section tested shall be slowly filled with water, care being taken to expel all air from the pipes. No pipe installation will be accepted until leakage during pressure test is less than the number of gallons listed for each 1000-feet of pipe tested:

6 inches & less – 0.9 gallons	12 inches – 1.80 gallons
8 inches – 1.20 gallons	14 inches – 2.10 gallons
10 inches – 1.50 gallons	16 inches – 2.40 gallons

### **3.13 CLEANING AND ACCEPTANCE**

- A. Before acceptance of sewer system, it shall be tested and cleaned to the satisfaction of Engineer. Where any obstruction is met, Contractor will be required to clean sewers by means of rod and swabs or other instruments. The pipe line shall be straight and show a uniform grade between manholes. The Engineer shall check lines by lamping or other methods to determine final acceptance.

### **3.14 CLOSING PIPE**

- A. When work or pipe installation is suspended, either for the night or at other times, end of sewer must be closed with a tight cover. Contractor will be held responsible for keeping the sewer free from obstruction.

### **3.15 PARTIAL ACCEPTANCE OF THE WORK**

- A. Owner reserves right to accept and use any part of the work. Engineer shall have power to direct on what line the Contractor shall work and order thereof.

**3.16 GRASSING**

- A. Grassing of areas disturbed during construction shall be in accordance with Section 02902 – “Grassing.”

**3.17 RECORD DATA**

- A. It will be required of the Contractor to keep accurate, legible records, locating all sewers, force mains, tees, and laterals. These records will be made available to Engineer before final review for incorporation into the Engineer's Record Drawings. Final payment to the Contractor will be withheld until all such information is received and accepted.

**3.18 REMOVE AND REPLACE PAVEMENT**

- A. Pavement shall only be removed after prior written authorization by the Owner. Pavement removed and replaced shall be constructed in accordance with latest specifications of the State Department of Transportation. Traffic shall be maintained and controlled per State Department of Transportation regulations.

Edges of the pavement shall be cut to a neat straight line with a masonry saw. Backfill shall be compacted and tested and a concrete base course of 5,000 p.s.i. placed on the fill as shown on details. The concrete base shall be placed within 24 hours after pipeline is installed. A temporary wearing surface may be used provided it presents a smooth surface. The final wearing surface shall be 1-1/2 inches of 9.5 mm asphaltic concrete.

**3.19 METALLIC DETECTOR TAPE**

- A. Contractor shall place metallic detector tape, suitably coded, directly over all installed pipes at a depth of 18 inches below the finished surface.

**3.20 TRACER WIRE**

- A. Tracer wire will be installed on all force mains, sanitary sewer and service laterals directly on top of the pipe. Wire shall be secured to the pipe with tape or other acceptable methods at spacings of no more than 36-inches apart. Where service laterals connect to main lines, the wire connection shall be made with a direct bury moisture resistant connector. Installation of connector shall be per manufacturer's instructions. The insulated wire must maintain electrical continuity. This tracer wire system shall be checked and tested by the Contractor, in presence of Engineer or Owner prior to acceptance of force main sanitary sewer and service laterals. All equipment, meters, detectors, etc., needed for testing shall be furnished by the Contractor.

**3.21 CONNECT SEWERS TO EXISTING STRUCTURES**

- A. Contractor shall connect the system to existing structures where indicated. For brick structures, a hole not more than 4 inches larger than the outside diameter of new pipe shall be cut neatly in structure, new pipe laid so it is flush with inside face of structure, and annular space around pipe filled with a damp, expanding mortar or grout to make a watertight seal. For precast structures, core proper size hole in

structure for pipe being connected, attach flexible sleeve into cored hole and connect new pipe into flexible sleeve with a stainless steel band.

### **3.22 FIELD QUALITY CONTROL**

- A. Soil and density tests shall be made by a testing laboratory acceptable to the Engineer. Laboratory tests of the soil shall be made in accordance with ASTM D 1557. In-place density tests shall be made in accordance with ASTM D 6938. Results of the tests shall be furnished to the Engineer.

The minimum number of tests required shall be:

Backfill over sewer in traffic areas..... 1 per 100 linear feet or less for each 4 feet of depth or portion thereof.

Backfill over sewer in non-traffic areas... 1 per 500 linear feet or less for each 6 feet of depth or portion thereof.

### **3.23 AIR RELEASE VALVE**

- A. The manhole and installation of valve shall be in accordance with detail on drawings. Prior to deciding on the location of any air release valve, Contractor shall provide Engineer with an accurate profile of installed force main so high points in system can be determined.

### **3.24 FORCE MAIN**

- A. Ductile Iron Force Mains shall be installed in accordance with AWWA C 600.
- B. PVC Force Main shall be installed in accordance with ASTM D 2774.
- C. The Contractor shall perform excavation of whatever substances are encountered to a depth that will provide a minimum cover over the top of the pipe of 48 inches from the existing or proposed finished grade.
- D. Alignment and Grade – The force mains shall be laid and maintained on lines and grades established by the plans and specifications for the project. Fittings, valves, and tapped or bossed outlets must be installed at the required locations unless field conditions warrant otherwise, and these changes are approved in accordance with the specifications. Valve-operating stems shall be oriented to allow proper operation.
- E. Prior Investigation – Prior to excavation, an investigation shall be conducted to determine the location of existing underground structures and conflicts. During excavation, damage to existing structures should be avoided. Special precautions shall be taken when the force main being installed crosses or is adjacent to a facility that is cathodically protected.
- F. Unforeseen Obstructions – When obstructions not indicated on the plans interfere with the progress of work, an alteration of the plans is required. These alterations or deviation in line and grade, or the removal, relocation, or reconstruction of the obstructions shall be performed in accordance with the specifications.

- G. Trench Construction – The trench shall be excavated to the required alignment, depth, and width specified or shown on the plans and shall conform with all federal, state or provincial, and local regulations for the protection of the workers.
1. Trench Preparation – Trench preparation shall proceed in advance of pipe installation as stated in the specifications.
  2. Discharges from trench dewatering pumps shall be directed away from the trench to prevent trench instability and shall be in accordance with federal, state or provincial, and local point-discharge requirements.
  3. Excavated material shall be placed in a manner that will not obstruct the work nor endanger the workers or the public, or obstruct sidewalks, driveways, roadways, or other structures. Excavated material shall be placed in compliance with federal, state or provincial, and local regulations.
  4. Width – The width of the trench at the top of the pipe shall equal the single-pass capabilities of normally available excavating equipment. The width shall permit the pipe to be laid and joined properly and to allow the backfill to be placed in accordance with the specifications. Trench widths shown below may be used as a guide. When required, trenches shall be wider to permit the placement of timber supports, sheeting, bracing, and appurtenances as required by the safety requirements of the agency having jurisdiction.

Nominal Pipe Size		Trench Width	
In.	(mm)	In.	(mm)
3 and 4	(76 and 102)	28	(0.71)
6	(152)	30	(0.76)
8	(203)	32	(0.81)
10	(254)	34	(0.86)
12	(305)	36	(0.91)
14	(356)	38	(0.97)
16	(406)	40	(1.02)
18	(457)	42	(1.07)
20	(508)	44	(1.12)
24	(610)	48	(1.22)
30	(762)	54	(1.37)
36	(914)	60	(1.52)
42	(1,067)	66	(1.68)
48	(1,219)	72	(1.83)
54	(1,400)	78	(1.98)
60	(1,500)	84	(2.13)
64	(1,600)	88	(2.24)

5. Bell Holes – Holes for the bells shall be provided at each joint, and they shall be no larger than necessary to allow joint assembly and to ensure the pipe barrel will lie flat on the trench bottom. The dimensions of bell-hole depressions for push-on type joints should be large enough to ensure the



pipe is not resting on the bells and is supported by the full length of the pipe barrel.

6. Other than noted previously, the trench bottom shall be true and even to provide support for the full length of the pipe barrel. A slight depression may be provided to allow withdrawal of pipe slings or other lifting tackle without damaging coating or polyethylene encasement.
  7. Rock Conditions – When excavation of rock is necessary, all rock shall be removed to provide a clearance below and on each side of all pipe and fittings of at least 6 in. (150 mm) for nominal pipe sizes 24 in. (610 mm) or smaller and 9 in. (230 mm) for nominal pipe sizes 30 in. (762 mm) and larger. When excavation is completed, a layer of appropriate backfill material shall be placed on the bottom of the trench to the appropriate depths, then leveled and tamped.
  8. In all cases, the specified clearances shall be maintained between the bottom of all pipe and appurtenances and any part, projection, or point of rock, boulder, or stone of sufficient size and placement that could cause a fulcrum point or pointload.
  9. Previous Excavations–If the trench passes over a previous excavation, the trench bottom shall be sufficiently compacted to provide support equal to that of the native soils or conform to other regulatory requirements in a manner that will prevent damage to the existing installation.
- H. Protecting Property–Trees, shrubs, fences, and all other property and surface structures shall be protected during construction, unless their removal is shown in the plans and specifications.
1. All properties that have been disturbed shall be restored as completely as practical to their original condition.
- I. Any cutting of tree roots or branches shall be performed in accordance with the specifications.
- J. Temporary support, adequate protection, and maintenance of all underground and surface structures, drains, sewers, and other obstructions encountered during the work shall be provided in accordance with specifications or applicable regulations.
- K. Installing Pipe – The proper implements, tools, and facilities shall be provided and used for the safe and convenient performance of the work. All pipe, fittings, valves, and other appurtenances shall be lowered carefully into the trench using a backhoe, a crane, ropes, or other suitable tools or equipment, in such a manner as to prevent damage to force main materials and protective coatings and linings. Under no circumstances shall force main materials be dropped or dumped into the trench. Where practical, the trench should be dewatered prior to installation of the pipe.
- K. Examining Material – All pipe, fittings, valves, and other appurtenances shall be examined carefully for damage and other defects immediately before

installation. Defective materials shall be marked and held for final disposition as required by the specifications.

- L. Pipe Ends – All lumps, blisters, and excess coating shall be removed from the socket and plain ends of each pipe and the outside of the plain end and the inside of the bell shall be wiped clean and dry and be free from dirt, sand, grit, or any foreign materials before the pipe is laid.
- M. Pipe Cleanliness – Foreign material shall be prevented from entering the pipe while it is being placed in the trench. No debris, tools, clothing, or other materials shall be placed in the pipe at any time.
- N. Pipe Placement – As each length of pipe is placed in the trench, the joint shall be assembled and the pipe brought to correct line and grade. The pipe shall be secured in place with approved backfill material.
- O. Direction of Bells – It is common practice to lay pipe with the bells facing the direction in which work is progressing; however, it is not mandatory. For example, when the main is being laid on a slope, the pipe is frequently laid with the bells facing uphill for ease of installation.
- P. Pipe Plugs – At times when pipe-laying is not in progress, the open ends of pipe shall be closed by a watertight plug or other means as specified. The plug shall be fitted with a means for venting. When practical, the plug shall remain in place until the trench is pumped completely dry. Care must be taken to prevent pipe flotation, if the trench fills with water.
- Q. Prior to removal of the plug for extending the line or for any other reason, air and/or water pressure in the line shall be released.
- R. Joint Assembly – Shall be performed in accordance to AWWA C 600.
- S. Hydrostatic Testing – Shall be performed in accordance with AWWA C 600.

### **3.25 BYPASSING**

- A. Bypassing of raw wastewater onto the ground or into a receiving stream is prohibited.
- B. Bypassing shall be accomplished with pumping equipment sufficient to maintain the flow of wastewater. Contractor shall provide pump, hoses, materials, and labor to operate and maintain the bypassing operation. A backup pump shall also be made available by the Contractor. Bypassing operations shall be reviewed and acceptable to the sewer system operator before being implemented.

END OF SECTION

**INDEX TO**  
**SECTION 02955 – SEWER LINE CLEANING AND ROOT REMOVAL**

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**SECTION 02955****SEWER LINE CLEANING AND ROOT REMOVAL****PART 1 – GENERAL****1.1 DESCRIPTION OF WORK**

- A. Sewer line cleaning will be performed to remove foreign materials from lines and restore the sewer to a minimum of 95% of original carrying capacity or as required for proper seating of internal pipe rehabilitation equipment and materials. The successes of other phases of work depend a great deal on cleanliness of lines. There are some conditions such as broken pipe and major blockages preventing cleaning from being accomplished or where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the Contractor will not be required to clean those specific pipe sections.
- B. Root Removal from Existing Sewer Lines. Subsequent and successful pipeline rehabilitation at joints depends upon adequate root removal. Chemical root treatment shall be applied to joints where roots are removed or where roots cannot be removed by other methods.
- C. Closed circuit video observation shall be performed on all cleaned pipelines.

**1.2 SECTION INCLUDES**

- A. Sewer Line Cleaning.
- B. Grease removal.
- C. Root Removal.
- D. Chemical root treatment.
- E. Debris Removal.
- F. Video Observation and Recording.

**1.3 RELATED SECTIONS**

- A. Section 02731 – Wastewater Collection System
- B. Section 02955 – Sewer Line Cleaning and Root Removal
- C. Section 02956 – Sanitary Sewer Manhole Rehabilitation
- D. Section 02957 – Sanitary Sewer Cured-in-Place Pipe (CIPP)

**1.4 OPTIONS**

- A. The specifications describe several materials. Where manufacturers and models

of equipment are named in the specifications, it is intended these are to describe quality and function required. Contractor may use equipment or materials of other manufacturers provided they are reviewed and accepted by Engineer and Owner as equivalent to those specified.

## **1.5 MEASUREMENT AND PAYMENT**

- A. Sewer Line Cleaning & T.V. – Measurements will be made between centers of manholes or to other pipe ends. Payment will be made at the contract unit price per linear foot of sewer pipe cleaned for each pipe diameter, and shall include cleaning pipe and manholes, grease removal, debris removal in manholes, disposal of materials, video observation and recording (T.V.), all necessary materials, labor, tools and equipment, and performance of all operations necessary to complete work.
- B. Sewer Line Root Removal – Measurements will be made between centers of manholes or to other pipe ends. Payment will be made at the contract unit price per linear foot of sewer pipe for each pipe diameter and shall include root removal and chemical root treatment. All other aspects of sewer line cleaning and video observation are included in the contract unit price for "Sewer Line Cleaning & T.V."

## **1.6 JOB CONDITIONS**

- A. Sewer line cleaning and root removal must be coordinated with other work on the site. Contractor shall replace or repair any materials or structures damaged through the course of work.
- B. Contractor shall conform to all local, state, and federal regulations including those set forth by OSHA, RCRA and the EPA and any other applicable authorities.
- C. It is the responsibility of the Contractor to determine if field conditions are suitable for the work required, including soil conditions, prior to any cleaning, CIPP work, or any bypass pumping. Loose soils may be present near access points (including manholes), and it is the responsibility of the Contractor to prevent displacement of these sorts throughout the entire course of the work. In the event of any sinkholes, it is the responsibility of the Contractor to fully repair the area and restore the entire area to its previous condition.

## **1.7 SEQUENCING AND SCHEDULING**

- A. Sewer line cleaning and root removal must be performed prior to any other rehabilitation work on any particular sewer line or structure.
- B. Method statements and design procedures shall be provided to Owner or Engineer by the Contractor when confined space entry, flow diversion, or bypass is necessary.

## **1.8 ALTERNATIVES**

- A. The intention of these specifications is to produce the best system for the Owner. If Contractor suggests alternate material, equipment or procedures will improve results at no additional cost, Engineer and Owner will examine the suggestion and if it is accepted, it may be used. The basis upon which acceptance of an

alternate will be given is its value to Owner, and not for convenience of Contractor, prior to commencing any work.

## **1.9 QUALITY ASSURANCE**

- A. Sewer cleaning, root removal, chemical root treatment, and video observation personnel shall be trained and certified in their field.
- B. Contractor shall revideo 10% of the chemical root treated joints between 10 and 11 months after project acceptance. If more than 40% of joints show new root growth, Contractor will treat all previously treated joints at its own expense.
- C. Contractor shall provide Owner or Engineer sample video of a previous project showing quality of video produced by equipment being used.

## **PART 2 – PRODUCTS**

### **2.1 CLEANING EQUIPMENT**

- A. Hydraulically Propelled Equipment – Equipment used shall be of a movable dam type and be constructed so a portion of dam may be collapsed at any time during cleaning operation to protect against flooding of the sewer. The movable dam shall be equal in diameter to pipe being cleaned and shall provide a flexible scraper around outer periphery to insure removal of grease or other material adhered to pipe walls. If sewer cleaning balls or other equipment which cannot be collapsed are used, special precautions to prevent flooding of the sewers and public or private property shall be taken.
- B. High-Velocity Jet (Hydrocleaning) Equipment – All high-velocity sewer cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two or more high-velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees, in all size lines designated to be cleaned. Equipment shall also include a high-velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel.
- C. Mechanically Powered Equipment – Bucket machines shall be in pairs with sufficient power to perform the work in an efficient manner. Machines shall be belt operated or have an overload device. Machines with direct drive causing damage to the pipe will not be allowed. A power rodding machine shall be either a sectional or continuous rod type capable of holding a minimum of 750-feet of rod. The rod shall be specifically heat-treated steel. To insure safe operation, the machine shall be fully enclosed and have an automatic safety clutch or relief valve.
- D. Water for cleaning will be provided by the Owner from on site fire hydrants. Contractor shall provide appropriate equipment, hoses, and backflow prevention for filling the high velocity jet cleaner or in use with other types of cleaning equipment.

## **2.2 CHEMICAL ROOT HERBICIDE**

- A. Dry powdered chemical herbicide with root inhibitor which foams on contact with water.

## **2.3 VIDEO EQUIPMENT**

- A. Pan and tilt color camera providing a 300 degree viewing angle both horizontally and vertically with 360 degree camera head rotation. Camera shall be skid or tractor mounted. Camera shall be mounted so lens is situated in the center of pipe.
- B. Closed circuit color monitor shall be provided to view video of sewer line. Monitor shall be 12-inch minimum.
- C. DVD or VCR Video Recorder – Provide two color recordings simultaneously.
- D. Keypad for entering text to on-screen display.
- E. On-screen footage counter.
- F. Audio commentary capability.
- G. DVD disks or standard color video tapes.

# **PART 3 – EXECUTION**

## **3.1 CLEANING PRECAUTIONS**

- A. During sewer cleaning operation, satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools (which depend upon water pressure to provide their cleaning force) or tools which retard flow in sewer line are used, precautions shall be taken to insure water pressure created does not damage or cause flooding of public or private property being served by the sewer. When possible, flow in the sewer shall be utilized to provide necessary pressure for hydraulic cleaning devices. When additional water from fire hydrants is necessary to avoid delay in normal work procedures, water shall be conserved and not used unnecessarily. No fire hydrant shall be obstructed in case of a fire in area served by the hydrant.

## **3.2 SEWER LINE CLEANING**

- A. The designated sewer pipe sections shall be cleaned using hydraulically propelled, high-velocity jet, or mechanically powered equipment. Selection of the equipment used shall be based on conditions of lines at time work commences. The equipment and methods selected shall be satisfactory to Owner's Representative. The equipment shall be capable of removing dirt, grease, rocks, sand, and other materials and obstructions from the sewer lines and manholes. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set up on another manhole and cleaning again attempted. If, again, successful cleaning cannot be performed

or the equipment fails to traverse entire manhole section, it will be assumed a major blockage exists and cleaning effort shall be abandoned.

- B. High-velocity jet cleaning nozzles shall be moving at all times when inside a pipeline. The maximum speed during cleaning shall be 30 feet per minute.

### **3.3 ROOT REMOVAL**

- A. Roots shall be removed in designated sections where root intrusion is a problem. Special attention should be used during cleaning operation to assure almost complete removal of roots from the joints. Any roots preventing the seating of rehabilitation equipment and materials shall be removed. Procedures may include the use of mechanical equipment such as rodding machines, bucket machines and winches using root cutters and porcupines, and equipment such as high-velocity jet cleaners.

### **3.4 CHEMICAL ROOT TREATMENT**

- A. To aid in the removal of roots, pipe sections having root intrusion will be treated with an acceptable herbicide with root inhibitor. Application of the herbicide to roots shall be completed in accordance with manufacturer's recommendations and specifications in such a manner to preclude damage to surrounding vegetation. Contractor, at no additional cost to the Owner, shall replace any damaged vegetation so designated by Engineer. All safety precautions as recommended by manufacturer shall be adhered to concerning handling and application of the herbicide.

### **3.5 DEBRIS REMOVAL**

- A. Debris such as dirt, sand, rocks, grease, and other solid or semisolid material resulting from the cleaning operation shall be removed at downstream manhole of section being cleaned. Passing material from manhole section to manhole section, which could cause line stoppages, accumulations of sand in wet wells, or damage pumping equipment, shall not be permitted.

### **3.6 DISPOSAL OF MATERIALS**

- A. The Contractor shall obtain a dumpsite for all debris removed from sewers during cleaning operation. Any hazardous waste material encountered during this project will be considered as a changed condition.

### **3.7 VIDEO OBSERVATION**

- A. After the existing sewer is completely cleaned, internally check with television camera and video recording as required. The finished video recording shall be continuous over entire length of sewer between two manholes.
- B. Video observation (T.V.) of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles, and service connections by closed circuit color television. Video observation shall include the following:
  - 1. Post cleaning video recordings submitted to the Engineer and Owner before rehabilitation begins.



2. Video recordings to remain property of the Owner; Contractor to retain second copy for its use.
3. All flows tributary to section of sewer being videoed are to be completely by-passed around the section during observation if necessary.
4. Provide post construction video recordings upon completing reconstruction of each section of sewer with voice description and stationing of services. Data and stationing to be on video.
5. Should any portion of the video recordings be of inadequate quality or coverage, as determined by Owner, Contractor will have the portion videoed and recorded again at no additional expense to Owner.
6. If damaged areas are found in addition to those noted on the contract drawings, Contractor shall notify Owner or Engineer and a decision about repair will be made.
7. Camera shall be centered in pipeline and travel a maximum of 25 feet per minute.
8. On screen footage shall be calibrated with above ground measurements.

### **3.8 FINAL ACCEPTANCE**

- A. Acceptance of sewer line cleaning shall be made upon successful completion of the television observation and shall be to satisfaction of Owner. If video recordings show the cleaning to be unsatisfactory, Contractor shall be required to re-clean and re-video sewer line until cleaning is shown to be satisfactory. If internal pipe rehabilitation is to follow television observation, particular attention should be given to adequacy of cleaning to insure proper seating of the equipment and materials can be achieved.

END OF SECTION

**INDEX TO**  
**SECTION 02956 – SANITARY SEWER MANHOLE REHABILITATION**

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**SECTION 02956****SANITARY SEWER MANHOLE REHABILITATION****PART 1 – GENERAL****1.1 DESCRIPTION OF WORK**

- A. This section covers all work, materials, equipment and testing required for the rehabilitation of sanitary sewer manholes as part of this project. The contract drawings indicate what type of rehabilitation is required for each manhole.

**1.2 SECTION INCLUDES**

- A. Manhole Protective Coating
- B. Manhole Chemical Grouting
- C. Manhole Frame and Chimney Seal
- D. Manhole Frame Adjustment
- E. Manhole Invert Repair
- F. Manhole Chimney Replacement

**1.3 RELATED SECTIONS**

- A. Section 02570 – Traffic Control
- B. Section 02731 – Wastewater Collection System
- C. Section 02955 – Sewer Line Cleaning and Root Removal
- D. Section 02957 – Sanitary Sewer Cured-in-Place Pipe (CIPP)

**1.4 OPTIONS**

- A. The specifications describe several materials. Where manufacturers and models of equipment are named in the specifications, it is intended these are to describe the quality and function required. Contractor may use equipment or materials of other manufacturers provided they are reviewed and accepted by Engineer and Owner as equivalent to those specified.

**1.5 REFERENCES (LATEST REVISION)**

- A. ASTM C 62 – Building Brick (Solid Masonry Units Made from Clay or Shale).
- B. ASTM C 109 – Compressive Strength of Hydraulic Cement Mortars.
- C. ASTM C 144 – Aggregate for Masonry Mortar.

- D. ASTM C 150 – Portland Cement.
- E. ASTM C 207 – Hydrated Lime for Masonry Purposes.
- F. ASTM C 293 – Test Method for Flexural Strength of Concrete (Using Simple Beam with Center-point Loading).
- G. ASTM C 348 – Flexural Strength of Hydraulic Cement Mortars.
- H. ASTM C 478 – Precast Reinforced Concrete Manhole Sections.
- I. ASTM C 495 – Test Method for Compressive Strength of Lightweight Insulating Concrete.
- J. ASTM C 496 – Test Method for Splitting Tensile Strength of Cylindrical Concrete Specimens.
- K. ASTM C 579 – Compressive Strength of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes.
- L. ASTM C 596 – Test Method for Drying Shrinkage of Mortar Containing Hydraulic Cement.
- M. ASTM C 666 – Test Method for Resistance of Concrete to Rapid Freezing and Thawing.
- N. ASTM C 882 – Test Method for Bond Strength of Epoxy-Resin Systems Used with Concrete by Slant Shear.
- O. ASTM C 924 – Testing Concrete Pipe Sewer Lines by Low-Pressure Air Test Method.
- P. ASTM D 543 – Evaluating the Resistance of Plastics to Chemical Reagents.
- Q. ASTM D 638 – Tensile Properties of Plastics.
- R. ASTM D 695 – Compressive Properties of Rigid Plastics.
- S. ASTM D 790 – Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
- T. ASTM D 2240 – Rubber Property – Durometer Hardness.
- U. ASTM D 2584 – Ignition Loss of Cured Reinforced Resins.
- V. ASTM D 4414 – Measurement of Wet Film Thickness by Notch Gages.
- W. ASTM D 4541 – Pull-off Strength of Coatings Using Portable Adhesion Testers.
- X. ACI 506.2 – Specification for Shotcrete.

## 1.6 SUBMITTALS

- A. The following items shall be submitted:
1. Technical data sheet on each product used, including ASTM test results indicating the product conforms to and is suitable for its intended use per these specifications.
  2. Material Safety Data Sheets (MSDS) for each product used.
  3. Project specific guidelines and recommendations.
  4. Qualification of Contractor:
    - a. Manufacturer certification stating Contractor has been trained and permitted in the handling, mixing, and application of products to be used.
    - b. Certification the equipment to be used for applying products has been manufactured or accepted by the manufacturer and Contractor's personnel have been trained and certified for proper use of the equipment.
    - c. Five recent references of Contractor and subcontractors indicating successful application, submitted at the time of bid.
    - d. Proof of any necessary federal, state, or local permits or licenses necessary for the project.
  5. Design details for any additional ancillary systems and equipment to be used in site and surface preparation, application and testing.

## 1.7 MEASUREMENT AND PAYMENT

- A. Manhole Protective Coating – Payment will be made at the contract unit price. Payment will include examination of existing manhole, interior surface preparation, application of repair materials, manhole chemical grouting, and protective coating, labor, testing, and all work necessary to complete the manhole coating.
- B. Grout Pipe Entrance – Payment will be made at the contract unit price. Payment will include preliminary repairs, cleaning, drilling, grout, injection of grout, labor, testing, and all work necessary to complete the manhole grouting.
- C. Manhole Frame and Chimney Seal – Payment will be made at the contract unit price. Payment will include non-shrink grout, rubber sleeve with stainless steel bands, labor, and all work necessary to complete the chimney seal.
- D. Manhole Frame Adjustment – Payment will be made at the contract unit price. Payment will include excavation, removal, and replacement of existing frame, cleaning, adjusting materials, labor, and all work necessary to complete the adjustment.

- E. Manhole Invert Repair – Payment will be made at the contract unit price. Payment will include temporarily plugging sewer lines, bypassing sewage, cleaning, materials, labor, and all work necessary to complete the repair.
- F. Manhole Chimney Replacement – Payment will be made at the contract unit price. Payment will include excavation, demolition, cleaning, materials, labor, and all work necessary to complete the replacement.
- G. Uncover manhole (under asphalt pavement) – Payment will be made at the contract unit price. Payment will include location of manhole, removal of asphalt pavement, and all work and materials necessary to uncover the manhole.
- H. Inside Drop for Service Lateral – Payment will be made at the contract unit price. Payment will include pipe, fittings, attaching pipe to wall of manhole if necessary, watertight connection of pipe through manhole wall, poured concrete invert for lateral and all labor and materials necessary to complete the inside drop.
- I. Outside Drop for Service Lateral – Payment will be made at the contract unit price. Payment will include excavation, pipe, fittings, concrete encasement of drop, watertight connection of pipes through manhole wall, poured concrete invert for lateral, backfill, compaction, and all labor and materials necessary to complete the outside drop.
- J. Manhole Beach Repair – Payment will be made at the contract unit price. Payment will include temporary plugging sewer lines, bypassing sewage, cleaning, cementitious build-back, curing, materials, labor, and all work necessary to complete the repair.

## **1.8 QUALITY ASSURANCE**

- A. Contractor will furnish the Engineer and Owner a description of all material before ordering. The Engineer will review Contractor's submittals and provide in writing an acceptance or rejection of material.
- B. Material and equipment shall be the standard product of a manufacturer who has manufactured them for a minimum of two years and who provides published data on quality and performance of product.
- C. A subcontractor for any part of the work must have experience on similar work, and if required, furnish Engineer with a list of projects and Owners or Engineers who are familiar with its competence.
- D. Devices, equipment, and systems not designated by Engineer, the Contractor wishes to furnish, shall be designed by either a Registered Professional Engineer or by someone Engineer accepts as qualified. If required, complete design calculations and assumptions shall be furnished to the Engineer or Owner before acceptance.

- E. Contractor shall initiate and enforce quality control procedures consistent with applicable ASTM, NACE and SSPC standards and the manufacturer's recommendations.
- F. Contractors performing repairs shall be trained to properly apply the grouts according to manufacturer's recommendations.
- G. Contractors performing application of protective coating must be certified by the protective coating manufacturer and perform work according to manufacturer specifications.
- H. Appropriate actions shall be taken to comply with local, state and federal regulatory and other applicable agencies with regard to environment, health and safety.

#### **1.9 PRODUCT DELIVERY, STORAGE & HANDLING**

- A. Material shall be unloaded in a manner avoiding damage and shall be stored where it will be protected and will not be hazardous to traffic. If stored on private property, Contractor shall obtain permission from the property owner and shall repair any damage caused by storage. Material shall be examined before installation and neither damaged nor deteriorated material shall be used in the work.
- B. Materials are to be kept dry, protected from weather, and stored under cover.
- C. Protective coating materials are to be stored between 50° F and 90° F. Do not store near flame, heat, or strong oxidants.
- D. Protective coating materials are to be handled according to their material safety data sheets.

#### **1.10 JOB CONDITIONS**

- A. The manhole rehabilitation work must be coordinated with other work on site. Contractor shall replace or repair any pipe, materials, or structures damaged through the course of work.
- B. Contractor shall conform with all local, state, and federal regulations including those set forth by OSHA, RCRA and the EPA and any other applicable authorities.

#### **1.11 SEQUENCING AND SCHEDULING**

- A. The Contractor shall arrange work so rehabilitated manholes are placed in service as soon as reasonable after work is completed.
- B. Method statements and design procedures shall be provided to the Owner or Engineer by Contractor when confined space entry, flow diversion, or bypass is necessary.

## **1.12 ALTERNATIVES**

- A. The intention of these specifications is to produce the best system for the Owner. If Contractor suggests alternate material, equipment or procedures will improve results at no additional cost, Engineer and Owner will examine the suggestion, and if it is accepted, it may be used. The basis upon which acceptance of an alternate will be given is its value to Owner, and not for convenience of Contractor.

## **1.13 GUARANTEE**

- A. Contractor shall guarantee the quality of materials, equipment, and workmanship for 12 months after acceptance of completed project. Defects discovered during this period shall be repaired by Contractor at no cost to the Owner.

## **1.14 EXISTING UTILITIES**

- A. All known utility facilities are shown schematically on plans and are not necessarily accurate in location as to plan or elevation. Utilities such as service lines or unknown facilities not shown on plans will not relieve the Contractor of responsibility under this requirement. "Existing Utilities Facilities" means any utility existing on the project in its original, relocated, or newly installed position. Contractor will be held responsible for the cost of repairs to damaged underground facilities; even when such facilities are not shown on plans. Contractor shall contact all utility companies prior to beginning the work and request an accurate field location of their respective utility lines. Utilities protection center can be contacted at [1-800-282-7411 (GA) or 811.

# **PART 2 – PRODUCTS**

## **2.1 MANHOLE PROTECTIVE COATING**

- A. Condition of Manhole to be Coated
  - 1. Standard Portland cement or new concrete (not quick setting high strength cement) must be well cured prior to application of the protective coating. Generally, 28 days is adequate cure time for standard Portland. If earlier application is desired, compressive or tensile strength of the concrete can be tested to determine if acceptable cure has occurred.
  - 2. Cementitious patching and repair materials should not be used unless their manufacturer provides information as to its suitability for topcoating with the proposed protective coating. Project specific submittals should be provided including application, cure time and surface preparation procedures which permit optimum bond strength with the protective coating.
  - 3. Remove existing coatings prior to application of the new protective coating. Contractor is to maintain strict adherence to applicable NACE



and SSPC recommendations with regard to proper surface preparation and compatibility with existing coatings.

**B. Repair Materials**

1. Repair materials shall be used to fill voids, structurally reinforce, and/or rebuild surfaces, etc. as determined necessary by Engineer and Contractor prior to application of the protective coating. Repair materials must be compatible with the specified coating and shall be applied in accordance with manufacturer's recommendations.
2. The following products are acceptable as compatible repair basecoat materials for calcium aluminate topcoating:
  - a. Sewper Coat 100% calcium aluminate mortar by Kerneos Aluminate Technologies.

**C. Protective coating material shall be:**

1. Calcium aluminate mortar mix designed to withstand long-term exposure to a bacterically corrosive hydrogen sulfide environment. The mortar mix shall only require clean, potable water as an admixture to produce a material suitable for spray application. Mortar mix shall have the following chemical composition:

Al <sub>2</sub> O <sub>3</sub>	CaO	FeO + Fe <sub>2</sub> O <sub>3</sub>	SiO <sub>2</sub>
39 – 44%	35 – 39%	9 – 14%	5 – 7%

Design properties of the mortar mix shall be as follows:

Compressive Strength (ASTM C495)	> 7,000 psi	24 hours
	> 9,000 psi	28 days
Flexural Strength (ASTM C293)	> 1,200 psi	24 hours
	> 1,400 psi	28 days
Splitting Tensile Strength (ASTM C496)	> 800 psi	24 hours
Bond Strength/Slant Shear (ASTM C882)	> 1,600 psi	28 days
Shrinkage at 28 days (ASTM C596)	< 0.06% cured @ 90% relative humidity. No visible damage after 300 cycles	
Freeze/Thaw after 300 Cycles (ASTM C666)		

Mortar mix shall be stored with adequate provisions for the prevention of moisture absorption. It shall be stored in a manner permitting easy access for inspection and identification.

- D. Protective Coating Application Equipment** – Specifically designed spray equipment, accepted for use by the protective coating manufacturer.

## **2.2 CHEMICAL GROUTING MATERIALS**

- A. Grout** – Shall be acrylamide, acrylic, or urethane gels equivalent to those manufactured by Avanti International.

Following properties shall be exhibited by the grout:

1. Documented service of satisfactory performance in similar usage.
  2. Controllable reaction times and shrinkage through use of chemicals supplied by the same manufacturer. The minimum set time shall be established so adequate grout travel is achieved.
  3. Resistance to chemicals; to most organic solvents, mild acids, and alkali.
  4. The chemical shall be essentially non-toxic in a cured form.
  5. Sealing material shall not be rigid or brittle when subjected to dry atmosphere. The material shall be able to withstand freeze/thaw and moving load conditions
  6. Acrylate grouts may not be used.
- B. Additives – Grout additions may be utilized for catalyzing reaction, inhibiting reaction, buffering solution, lowering the freezing temperature of solution, acting as filler, providing strength, or for inhibition of root growth.
- C. Material Identification – Contractor shall completely identify types of grout, mortar, sealant, and/or root control chemicals used and provide case histories of successful use or defend choice of grouting materials based on chemical and physical properties, ease of application, and expected performance, to the satisfaction of Engineer.
- D. Mixing and Handling – Mixing and handling of chemical grout, which may be toxic under certain conditions, shall be in accordance with recommendations of the manufacturer and in such a manner as to minimize hazard to personnel. It is the responsibility of Contractor to provide appropriate protective measures to ensure chemicals or gels are handled by authorized personnel in a proper manner. All equipment shall be subject to acceptance by Engineer. Only personnel thoroughly familiar with the handling of grout material and additives shall perform grouting operations.

## **2.3 MANHOLE FRAME AND CHIMNEY SEAL**

- A. Non-shrink cement grout.
- B. Internal or external manhole chimney seal equivalent to those manufactured by Cretex Specialty Products.

## **2.4 MANHOLE FRAME ADJUSTMENT**

- A. Mortar – Shall be composed of one part by volume of Portland cement and two parts of sand. The Portland cement shall conform to ASTM C-150, Type I or II. The sand shall conform to ASTM C-144 and shall be of an acceptable gradation. Hydrated lime may be added to mixture of sand and cement in an amount equal to 25% of the volume of cement used. Hydrated lime shall conform to ASTM C-207, Type S. Quantity of water in the mixture shall be sufficient to

produce a workable mortar, but shall in no case exceed 7 gallons of water per sack of cement. Water shall be clean and free of harmful acids, alkalies and organic impurities. The mortar shall be used within 30 minutes from time ingredients are mixed with water.

- B. Brick shall conform to ASTM Specification C-62, Grade SW or C-55, Grade S.
- C. Precast concrete adjusting rings.
- D. High Density Polyethylene (HDPE) Adjusting Rings as manufactured by Ladtech, Inc. or an accepted equivalent.

## **2.5 MANHOLE INVERT REPAIR**

- A. Concrete with a minimum compressive strength of 3,000 psi at 28 days.
- B. Brick and Mortar
  - 1. Brick – Shall conform to ASTM C62, Grade SW or C-55, Grade S.
  - 2. Mortar – Shall be composed of one part by volume of portland cement and two parts of sand. Portland cement shall conform to ASTM C-150, Type I or II. The sand shall conform to ASTM C-144 and shall be of an accepted gradation. Hydrated lime may be added to mixture of sand and cement in an amount equal to 25% of the volume of cement used. Hydrated lime shall conform to ASTM C-207, Type S. Quantity of water in the mixture shall be sufficient to produce a workable mortar, but shall in no case exceed 7 gallons of water per sack of cement. Water shall be clean and free of harmful acids, alkalies, and organic impurities. The mortar shall be used within 30 minutes from time ingredients are mixed with water.

## **2.6 MANHOLE CHIMNEY REPLACEMENT**

- A. Mortar – Shall be composed of one part by volume of Portland cement and two parts of sand. Portland cement shall conform to ASTM C-150, Type I or II. The sand shall conform to ASTM C-144 and shall be of an accepted gradation. Hydrated lime may be added to mixture of sand and cement in an amount equal to 25% of the volume of cement used. Hydrated lime shall conform to ASTM C-207, Type S. Quantity of water in the mixture shall be sufficient to produce a workable mortar, but shall in no case exceed 7 gallons of water per sack of cement. Water shall be clean and free of harmful acids, alkalies, and organic impurities. The mortar shall be used within 30 minutes from time ingredients are mixed with water.
- B. Brick shall conform to ASTM Specification C-62, Grade SW or C-55, Grade S.
- C. Precast concrete adjusting rings.
- D. High Density Polyethylene (HDPE) Adjusting Rings as manufactured by Ladtech, Inc. or an accepted equivalent.

- E. Precast concrete cone or flat top section conforming to ASTM C 478.

## **2.7 PRODUCT REVIEW**

- A. Contractor shall provide the Engineer with a complete description of all products before ordering. Engineer will review all products by the submittal of shop drawings before they are ordered.

## **PART 3 – EXECUTION**

### **3.1 MANHOLE PROTECTIVE COATING**

#### **A. Examination**

1. All structures to be coated shall be readily accessible to Contractor.
2. Any active flows shall be dammed, plugged, or diverted as required to ensure the liquid flow is maintained below surfaces to be coated. Flows should be totally plugged and/or diverted when coating the invert. All extraneous flows into manhole or vaults at or above area coated shall be plugged and/or diverted until coating has set hard to the touch.
3. Pipe joint seals shall be installed by others. No leaks may be present prior to commencing and during work.
4. Installation of protective coating shall not commence until the concrete substrate has properly cured in accordance with these specifications.
5. Temperature of the surface to be coated should be maintained between 40 deg F and 120 deg F during application. Prior to and during application, care should be taken to avoid exposure of direct sunlight or other intense heat source to the structure being coated. Where varying surface temperatures do exist, care should be taken to apply coating when the temperature is falling versus rising (i.e. late afternoon into evening vs. morning into afternoon).

#### **B. Surface Preparation**

1. Contractor shall inspect all surfaces specified to receive a protective coating prior to surface preparation. Contractor shall notify Owner and Engineer of any noticeable disparity in surfaces which may interfere with proper preparation or application of the repair mortar and protective coating.
2. All concrete or mortar which is not sound or has been damaged by chemical exposure shall be removed to a sound surface.

3. All contaminants including: oils, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants shall be removed.
4. Surface preparation method(s) should be based upon conditions of substrate, service environment and requirements of the protective coating to be applied.
5. All surfaces shall be repaired as required by protective coating system in the intended service condition.
6. Surfaces to receive protective coating shall be cleaned and abraded to produce a sound surface with adequate profile and porosity to provide a strong bond between the protective coating and substrate. Generally, this can be achieved with a high pressure water cleaning using equipment capable of 5,000 psi at 4 gpm. Other methods such as high pressure water jetting (refer to NACE Standard No. 5/SSPC-SP12), abrasive blasting, shotblasting, grinding, scarifying or acid etching may also be used. Detergent water cleaning and hot water blasting may be necessary to remove oils, grease, or other hydrocarbon residues from the concrete. Whichever method(s) are used, they shall be performed in a manner providing a uniform, sound, clean neutralized surface not excessively damaged. Contractor shall catch debris from cleaning efforts within the manhole. Debris passing into pipelines shall be cleaned at the Contractor's expense.
7. A mild chlorine solution may be used to neutralize the surface to diminish microbiological bacteria growth prior to final rinse and coating.
8. Infiltration shall be stopped by using a material which is compatible with the specified repair mortar and is suitable for topcoating with specified protective coating.
9. Test prepared surfaces after cleaning but prior to application of protective coating to determine if a specific pH or moisture content of the concrete is required according to manufacturer's recommendations.
10. Area between the manhole and manhole ring and any other area which might exhibit movement or cracking due to expansion and contraction, shall be grouted with a flexible or elastomeric grout or gel. Castings can be abrasive blasted and coated to prevent corrosion if desired.
11. All surfaces shall be checked by Engineer's Representative during and after preparation and before the repair mortar is applied.

C. Application of Repair Materials

1. Areas where structural steel has been exposed or removed shall be repaired in accordance with the Engineer's recommendations.
2. Repair materials shall meet the specifications herein. Materials shall be trowel or spray applied utilizing proper equipment on to specified

surfaces. Material thickness shall be specified by the Engineer according to Owner's requirements and manufacturer's recommendations.

3. If using acceptable cementitious repair materials, such shall be trowelled to provide a smooth surface with an average profile equivalent to coarse sandpaper to optimally receive the protective coating. No bugholes or honeycomb surfaces should remain after the final trowel procedure of repair mortar.
4. The repair materials shall be permitted to cure according to manufacturer recommendations. Curing compounds should not be used unless formulated for compatibility with the specified protective coating.
5. Application of repair materials, if not performed by a coating certified applicator, shall be checked by the protective coating certified applicator to ensure proper finishing for suitability to receive specified coating.
6. After abrasive blast and leak repair is performed, all surfaces shall be checked for remaining laitance prior to protective coating application. Any evidence of remaining contamination or laitance shall be removed by additional abrasive blast, shotblast or other acceptable method. If repair materials are used, refer to these specifications for surface preparation. Areas to be coated must also be prepared in accordance with these specifications after receiving a cementitious repair mortar and prior to application of the protective coating.
7. All surfaces shall be checked during and after preparation and before the protective coating is applied.

#### D. Application of Protective Coating

1. Application procedures shall conform to recommendations of the protective coating manufacturer, including material handling, mixing, environmental controls during application, safety, and spray equipment.
2. The spray equipment shall be specifically designed to accurately ratio and apply specified protective coating materials and shall be regularly maintained and in proper working order.
3. Protective coating material must be spray applied by a certified applicator of the protective coating manufacturer.
4. Manhole walls, benches, and frame shall be coated by spray application of the protective coating. Spray application of epoxy will have a minimum and average wet film thickness of 100 mils. Spray application of calcium aluminate will have a minimum finished thickness of 1/2 inch.
5. Airless spray application equipment acceptable to coating manufacturer shall be used to apply each coat of the protective coating.

6. If necessary, subsequent top-coating or additional coats of the protective coating should occur as recommended by protective coating manufacturer.

E. Testing

1. During application of epoxy, a wet film thickness gage, which meets ASTM D4414, shall be used to ensure a monolithic coating and uniform thickness during application. Thickness of calcium aluminate will be measured with a ruler while the material is still wet.
2. Measurement of protective coating bond strength to the substrate can be measured in accordance with ASTM D4541. Any areas detected to have inadequate bond strength shall be evaluated by the Project Engineer. Further bond tests may be performed in failed area to determine the extent of potentially deficient bonded area and repairs shall be made by Applicator in strict accordance with manufacturer's recommendations.
3. Manhole Testing – Type A: Vacuum test. All pipes entering manhole shall be plugged, taking care to securely place plugs from being drawn into the manhole. The test head shall be placed and seal inflated in accordance with manufacturer's recommendations. A vacuum of 10 inches of mercury shall be drawn and the vacuum pump shut off. With the valves closed, time shall be measured for the vacuum to drop to nine 9 inches. Following are minimum allowable test times for manhole acceptance at the specified vacuum drop:

DEPTH (FEET)	TIME (SECONDS)		
<u>(Manhole length)</u>	<u>48-Inch diameter</u>	<u>60-Inch diameter</u>	<u>72-Inch diameter</u>
4	10	13	16
8	20	26	32
12	30	39	48
16	40	52	64
20	50	65	80
24	60	78	96
Add for 2-feet more depth:	5	6.5	8

Note: These numbers have been taken from ASTM C 924.

If a manhole fails the initial test, repairs and adjustments necessary due to extenuating circumstances (i.e. pipe joint, liner, plug sealing) should be made. Retesting shall proceed until a satisfactory test is obtained.

Manhole Testing – Type B: Exfiltration test. Incoming and outgoing sewer and service lines shall be plugged, plugs restrained and the manhole filled with water to top of manhole frame. A soaking period of up to one hour will be allowed if bypassing of the sewage is not required or has been provided. At the end of this optional soaking period, manhole shall be refilled with water and test begun. If water loss exceeds amount shown in

the following table, manhole will have failed test. Repairs and adjustments necessary due to extenuating circumstances (i.e. pipe joint, liner, plug sealing) should be made. Retesting shall proceed until a satisfactory test is obtained. Maximum Allowable Loss is determined assuming a standard 4 foot diameter manhole.

<u>Depth of Manhole</u>	<u>Maximum Allowable Loss</u>
Under 8 feet deep	1 inch in 5 minutes
Over 8 feet deep	1/8 inch per foot of depth in 5 minutes

4. A final visual observation shall be made by the Engineer and manufacturer's representative. Any deficiencies in the finished coating shall be marked and repaired according to the procedures set forth herein by Manufacturer's Representative.
5. The system may be put back into non-severe operational service as soon as final observation has taken place. However, for severe corrosion duty such as high concentrations of acids, bases or solvents, 3 to 7 days and/or force cure by heat induction to the coated surfaces may be necessary prior to returning to service. Consult coating manufacturer for further details.

### **3.2 MANHOLE CHEMICAL GROUTING**

- A. Manhole grouting shall not be performed until repair of the manhole frame and grade rings or any other structural manhole repairs are complete.
- B. Preliminary Repairs
  1. Contractor shall cut and trim all roots within the manhole.
  2. Contractor shall seal all unsealed lifting holes, unsealed step holes, and voids larger than approximately 1/2 inch in thickness. All cracked or deteriorated material shall be removed from the area to be patched and replaced with a waterproof quick setting mortar in accordance with manufacturer's specifications.
  3. Contractor shall control all inflowing water through cracks, manhole joints, brick joints, pipe entrances, grade rings, and manhole frames.
- C. Temperature – Normal grouting operations shall be performed in accordance with manufacturer's recommendations.
- D. Grouting Material Usage – Grouting of the manhole shall include corbel, wall, pipe seals, manhole joints, benches and trough.
- E. Drilling and Injection



1. Injection holes shall be drilled through the manhole wall at locations as recommended by manufacturer.
  2. Grout shall be injected through the holes under pressure with a suitable probe. Injection pressure shall not cause damage to the manhole structure or surrounding surface features. Grout shall be injected through the lowest holes first. The procedure shall be repeated until manhole is externally sealed with grout.
  3. Grouting from the ground surface shall not be allowed.
  4. Grout travel shall be verified by observation of grout to defects or adjacent injection holes. Provide additional injection holes, if necessary to ensure grout travel.
  5. Injection holes shall be cleaned with a drill and patched with a waterproof quick setting mortar for brick and concrete manholes.
- F. Testing – Exfiltration or vacuum testing shall be used. See paragraph 3.1E for testing instructions. 100% of the sealed manholes shall be tested. Failing Manholes shall be reworked and retested by the Contractor. This process continues until the testing is satisfactory.

Limitations and considerations include recognizing exfiltration and vacuum testing may be impractical or cost-prohibitive for all manholes; therefore, use of either method is subject to the following limitations and considerations:

1. Complete Sealing: These methods are used only when the entire manhole has been sealed or rehabilitated. The lack of sealing or rehabilitation of some portions of manhole may prevent passage of either of these tests. Spot repairs and partial sealing or rehabilitation are therefore subject to infiltration and visual testing only.
2. Structural Condition: Structural condition of some manholes may be such the testing with these methods is impractical or destructive. The Owner's Representative and Contractor shall therefore deem as structurally sound, prior to testing using these methods, those manholes which have not been structurally lined.

### **3.3 MANHOLE FRAME AND CHIMNEY SEAL**

- A. Plaster brick work or concrete adjusting rings and under manhole frame with a non-shrink grout according to manufacturer's recommendations.
- B. Seal frame and chimney with a rubber and stainless steel banded sleeve on the interior or exterior according to manufacturer's recommendations.

### **3.4 MANHOLE FRAME ADJUSTMENT**

- A. Manhole frames shall be adjusted using one of the following methods:

1. Remove existing frame and cover from manhole. Clean existing brick or precast manhole top of dirt and loose brick, mortar or concrete. Place a minimum of 1/2 inch thick and 4 inches wide layer of mortar to receive the first course of brick. Joints between brick shall be completely filled and shall be smooth and free from surplus mortar on the inside of manhole. Continue with mortar and brick courses until appropriate grade is attained. Brickwork shall be plastered with 1/2 inch of mortar over the entire inside and outside. For square or rectangular structures, brick shall be laid in stretcher courses with a header course every sixth course. For round structures, brick shall be laid radially with every sixth course a stretcher course. Set frame in 1/2 inch thick layer of mortar.
2. Remove existing frame and cover from manhole. Clean existing brick or precast manhole top of dirt and loose brick, mortar or concrete. Place a minimum of 1/2 inch thick and 4 inches wide layer of mortar to receive the first precast concrete adjusting ring. Continue with mortar and adjusting ring courses until appropriate grade is attained. Precast concrete rings shall be plastered with 1/2 inch of mortar over the entire inside and outside. Set frame in 1/2 inch thick layer of mortar.
3. Remove existing frame and cover from manhole. Clean existing brick or precast manhole top of dirt and loose brick, mortar, or concrete. Install appropriate height of high density polyethylene (HDPE) adjusting rings and frame and cover according to manufacturer's installation instructions.

### **3.5 MANHOLE INVERT REPAIR**

- A. Plug influent lines into manhole. Bypass sewage as necessary. Clean manhole bottom of all water, sewage, debris, and all substances preventing concrete or mortar from bonding to the existing structure.
- B. Construct inverts and benches using concrete or brick and mortar. Dimensions shall conform to detail on the contract drawings. Newly constructed invert shall cure adequately before allowing flow through manhole. Any damage to the invert due to flow of sewage will be repaired at Contractor's expense.

### **3.6 MANHOLE CHIMNEY REPLACEMENT**

- A. Manhole chimneys shall be replaced using one of the following methods.
  1. Remove existing frame and cover from manhole. Remove existing deteriorated chimney down to solid brickwork. Clean brick of dirt and loose mortar. Relay the new chimney with brick and mortar using same wall thickness as existing manhole. Joints between brick shall be completely filled and shall be smooth and free from surplus mortar on the inside of manhole. Continue with mortar and brick courses until appropriate grade is attained. Brick work shall be plastered with 1/2 inch of mortar over the entire inside and outside. For square or rectangular structures, brick shall be laid in stretcher courses with a header course every sixth course. For round structures, brick shall be laid radially with

every sixth course a stretcher course. Set frame in ½ inch thick layer of mortar.

2. Remove existing frame and cover from manhole. Remove existing deteriorated chimney down to solid brickwork. Clean brick of dirt and loose mortar. Relay the new chimney with precast concrete adjusting rings. Continue with mortar and adjusting ring courses until appropriate grade is attained. Precast concrete rings shall be plastered with 1/2 inch of mortar over the entire inside and outside. Set frame in 1/2 inch thick layer of mortar.
3. Remove existing frame and cover from manhole. Remove existing deteriorated precast manhole section or sections down to a solid precast section. Clean top joint of precast left in place. Coat top joint with mastic primer and install mastic joint sealer material around edge of joint. Install new precast concrete section or sections as necessary to previous grade. Set frame in 1/2 inch thick layer of mortar.

END OF SECTION

**INDEX TO**  
**SECTION 02957 – SANITARY SEWER CURED-IN-PLACE PIPE (CIPP)**

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**SECTION 02957****SANITARY SEWER CURED-IN-PLACE PIPE (CIPP)****PART 1 – GENERAL****1.1 SECTION INCLUDES**

- A. Rehabilitation of sanitary sewer by CIPP Method.
- B. Connect to existing manholes.
- C. Video observation.
- D. Equipment.
- E. Sewer service connection.
- F. Bypassing sewage.

**1.2 RELATED SECTIONS**

- A. Section 02570 – Traffic Control.
- B. Section 02731 – Wastewater Collection System
- C. Section 02955 – Sewer Line Cleaning and Root Removal
- D. Section 02956 – Sanitary Sewer Manhole Rehabilitation

**1.3 OPTIONS**

- A. The specifications describe several materials. Where manufacturers and models of equipment are named in the specifications, it is intended these are to describe quality and function required. The Contractor may use equipment or materials of other manufacturers provided they are reviewed and accepted by Engineer and Owner as equivalent to those specified.

**1.4 REFERENCES (Latest Revision)**

- A. ASTM D 790 – Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
- B. ASTM D 5813 – Cured-In-Place Thermosetting Resin Sewer Piping Systems.
- C. ASTM E 329 – Agencies Engaged in Construction Inspection, Testing, or Special Inspection.
- D. ASTM F 1216 – Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube.

- E. ASTM F 1743 – Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe. (CIPP)

## 1.5 MEASUREMENT AND PAYMENT

- A. Cured-in-Place Pipe – Measurements will be made between the centers of manholes or to other pipe ends. Payment will be made at the contract unit price per linear foot of cured-in-place pipe for each pipe diameter, and shall include cost of labor, material, equipment, cleaning, video observation, video re-observation at 11 months, preparation of existing pipe, and performance of all operations necessary to complete rehabilitation of all designated sewer pipes using cured-in-place pipe method.
- B. Cured-in-Place Pipe Point Repair – Payment will be made at the contract unit price per each 16-foot segment for cured-in-place pipe point repair, and shall include cost of all labor, material, equipment, cleaning, video observation, preparation of existing pipe, and performance of all operations necessary to complete indicated point repairs using cured-in-place pipe method.
- C. By-pass Pumping – Payment will be made at the contract lump sum price. A minimum of one bypass pump shall be ready at specified areas on the Plans during cleaning and CIPP installation. Additionally, bypass pumping within railroad rights-of-way must be coordinated prior to repair work.
- D. Cured-In-Place Pipe Lateral Reconnect – Payment will be made at the contract lump sum price for each connection made, and will include locating existing service, reconnection to main line, sealing any lateral leaks, testing and all materials, labor, tools and equipment necessary to complete job.
- E. Traffic Control – Payment will be made at the contract lump sum price for the entire project with the exception of sections of sewer repair along Old Jesup Road and at the Fire Station, which are separate line items called out in the Bid Form. No traffic flaggers will be required and no traffic will be obstructed except for those areas called out in the Bid Form.

Traffic Control Along Old Jesup Road and at Fire Station – Payment will be made at the contract lump sum price for this run, which consists of sewer repairs from Manhole #40350390 to Manhole #40350280, and all pipes and manholes in between. Traffic control flaggers may be required and individual lanes of traffic may be obstructed to complete the repair work, provided these obstructions have been approved in writing by the Owner. Further, night-time work may be required by the Owner within this section and shall be coordinated prior to repair work.

## 1.6 QUALITY ASSURANCE

- A. Contractor will furnish the Engineer and Owner a description of all material before ordering. The Engineer will review Contractor's submittals and provide in writing an acceptance or rejection of material.
- B. For a product to be considered, a minimum of 200,000 linear feet or 200 manhole-to-manhole line sections of successful wastewater collection system installations in the U.S. and 100,000 linear feet in Georgia must be documented to

satisfaction of Owner and Engineer. At least half of the above amounts shall be 30-inches in diameter or greater. In addition, at least 50,000 linear feet of the product shall have been in successful service for a minimum of five years.

- C. For an installer to be considered, the installer must satisfy all insurance, financial, and bonding requirements of Owner, and must have had at least 2 years active experience in commercial installation of product bid. In addition, the installer must have successfully installed at least 50,000 feet of product bid in wastewater collection systems. Acceptable documentation of these minimum installations must be submitted to the Owner and Engineer.
- D. Sewer rehabilitation products submitted for acceptance must provide a current (within last year) third party test results supporting the long term performance and structural strength of product, and such data shall be satisfactory to Owner and Engineer. Test samples shall be prepared to simulate installation methods and trauma of the product. No product will be accepted without independent third party testing verification.
- E. Devices, equipment, structures, and systems not designated by Engineer the Contractor wishes to furnish shall be designed by either a Registered Professional Engineer or by someone Engineer accepts as qualified. If required, complete design calculations and assumptions shall be furnished to the Engineer or Owner before acceptance.
- F. Tests shall be taken by a testing laboratory operating in accordance with ASTM E 329 and shall be acceptable to the Engineer prior to engagement. Mill certificates of tests on materials made by manufacturers will be accepted provided a manufacturer maintains an adequate testing laboratory, makes regularly scheduled tests which are spot checked by an outside laboratory, and furnishes satisfactory certificates with name of the one making test.

## **1.7 PRODUCT DELIVERY, STORAGE & HANDLING**

- A. Material shall be unloaded in a manner avoiding damage and shall be stored where it will be protected and will not be hazardous to traffic. If stored on private property, Contractor shall obtain permission from the property owner and shall repair any damage caused by storage. Material shall be examined before installation and neither damaged nor deteriorated material shall be used in the work.

## **1.8 JOB CONDITIONS**

- A. The installation of cured-in-place pipe must be coordinated with other work on site. Contractor shall replace or repair any materials or structures damaged through the course of its work.
- B. Contractor shall conform with all local, state, and federal regulations including those set forth by OSHA, RCRA and the EPA and any other applicable authorities.
- C. It is the responsibility of the Contractor to determine if field conditions are suitable for the work required, including soil conditions, prior to any cleaning, CIPP work, or any bypass pumping. Loose soils may be present near access points (including manholes), and it is the responsibility of the Contractor to

prevent displacement of these sorts throughout the entire course of the work. In the event of any sinkholes, it is the responsibility of the Contractor to fully repair the area and restore the entire area to its previous condition.

## **1.9 SEQUENCING AND SCHEDULING**

- A. Contractor shall arrange work so rehabilitated sewer lines and connecting laterals are placed back in service as soon as reasonable after the cured-in-place pipe is installed.

## **1.10 ALTERNATIVES**

- A. The intention of these specifications is to produce the best system for the Owner. If Contractor suggests alternate material, equipment or procedures will improve results at no additional cost, Engineer and Owner will examine the suggestion, and if it is accepted, it may be used. Basis upon which acceptance of an alternate will be given is its value to the Owner, and not for convenience of Contractor.

## **1.11 GUARANTEE**

- A. Contractor shall guarantee the quality of materials, equipment, and workmanship for 12 months after acceptance of completed Project. Defects discovered during this period shall be repaired by Contractor at no cost to the Owner.
- B. Contractor shall revideo 20% of the cured-in-place rehabilitated pipeline between ten (10) and eleven (11) months from date of final acceptance. If more than 30% of repaired pipe shows failures, Contractor shall replace all of the cured-in-place pipe.

## **1.12 EXISTING UTILITIES**

- A. All known utility facilities are shown schematically on plans and are not necessarily accurate in location as to plan or elevation. Utilities such as service lines or unknown facilities not shown on plans will not relieve the Contractor of responsibility under this requirement. "Existing Utilities Facilities" means any utility existing on the project in its original, relocated, or newly installed position. Contractor will be held responsible for the cost of repairs to damaged underground facilities, even when such facilities are not shown on plans. Contractor shall contact all utility companies prior to beginning the work and request an accurate field location of their respective utility lines. Utility locations are scheduled by calling the utilities protection center at [1-800-282-7411 (GA) or 811.

## **1.13 TESTING**

- A. Chemical Resistance – CIPP shall meet the chemical resistance requirements of ASTM F1216, Appendix X2. CIPP samples for testing shall be of tube and resin system similar to materials proposed for actual construction. It is required CIPP samples with and without plastic coating meet these chemical testing requirements.



- B. CIPP Field Samples – Contractor shall submit test results from field installations in the USA of same resin system and tube materials as proposed for actual installation. These test results must verify the CIPP physical properties specified in Paragraph 2.3 E have been achieved in previous field applications. Samples for this project shall be made and tested as described in the following paragraph.

CIPP samples shall be prepared and physical properties tested in accordance with ASTM F1216 or ASTM F1743, Section 8, using either method proposed. The flexural properties must meet or exceed values listed in Table 1 of applicable ASTM.

- C. Testing laboratory shall operate in accordance with ASTM E 329 and be acceptable to the Engineer.
- D. Testing laboratory and Project Engineer/Project Representative shall be given a minimum of 48 hours notice prior to taking any of the tests.
- E. Testing shall be the responsibility of the Contractor and shall be performed at Contractor's expense by a commercial testing laboratory operating in accordance with subparagraph C above.
- F. Test results shall be furnished to the Engineer prior to continuing with associated or subsequent work.

## **PART 2 – PRODUCTS**

- A. All tubing and resin used shall be manufactured by Insituform, or approved equal.

### **2.1 TUBE**

- A. Tube – The tube shall consist of one or more layers of absorbent non-woven felt fabric and meet requirements of ASTM F1216 or ASTM F1743, Section 5. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections.
  - 1. The wet out tube shall have a uniform thickness when compressed at installation pressures and will meet or exceed the design thickness.
  - 2. The tube shall be manufactured to a size when installed will tightly fit internal circumference and length of original pipe. Allowance should be made for circumferential stretching during inversion. Overlapped layers of felt in longitudinal seams causing lumps in the final product shall not be utilized.
  - 3. The outside layer of tube (before wet out) shall be coated with an impermeable, flexible membrane containing resin, and facilitate monitoring of resin saturation during resin impregnation (wet out) procedure.

4. The tube shall be homogeneous across entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the tube which may cause delamination in cured CIPP. No dry or unsaturated layers shall be evident.
5. Seams in tube shall be stronger than the non-seamed felt.
6. The outside of tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 feet. Such markings shall include the manufacturer's name or identifying symbol.

## **2.2 RESIN**

- A. Resin – The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy and catalyst system. When properly cured within the tube composite, resin shall meet requirements of ASTM F1216, ASTM F1743, and ASTM D 5813, physical properties herein, and those being utilized in design of CIPP for this project. The resin shall produce CIPP complying with structural and chemical resistance requirements of this specification.
- B. A dye compatible with the resin and tube fabric shall be added to resin to facilitate monitoring of resin saturation during resin impregnation (wet out) procedure.

## **2.3 STRUCTURAL REQUIREMENTS**

- A. The CIPP shall be designed as per ASTM F1216, Appendix X.1. CIPP design shall assume no bonding to the original pipe wall.
- B. Contractor must have performed long-term testing for flexural creep of the CIPP pipe material installed by its company. Such testing results are to be used to determine the Long-term, time dependent flexural modulus to be utilized in product design. This is a performance test of materials (tube and resin) and general workmanship of the installation and curing. A percentage of the instantaneous flexural modulus value (as measured by ASTM D-790 testing) will be used in design calculations for external buckling. The percentage, or long-term creep retention value utilized, will be verified by this testing. Values in excess of 50% will not be applied unless substantiated by qualified third party test data. Materials utilized for the contracted project shall be of a quality equal to or better than materials used in long-term test with respect to initial flexural modulus used in design.
- C. The Enhancement Factor 'K' to be used in 'Partially Deteriorated' design conditions shall be assigned a value of 7. Application of Enhancement (K) Factors in excess of 7 shall be substantiated through independent test data.
- D. The layers of cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade, so layers separate cleanly, or probe or knife blade moves freely between the layers. If separation of layers occurs during testing of field samples, new samples will be cut from the work. Any reoccurrence may cause rejection of the work.

- E. The cured pipe material (CIPP) shall conform to the structural properties, as listed below.

#### **MINIMUM PHYSICAL PROPERTIES**

<u>Property</u>	<u>Test Method</u>	<u>Cured Composite min. per ASTM F1216</u>	<u>Cured Composite (400,000 psi Resin)</u>
Modulus of Elasticity	ASTM D-790 (short term)	250,000 psi	400,000 psi
Flexural Stress	ASTM D-790	4,500 psi	4,500 psi

- F. Required structural CIPP wall thickness shall be based as a minimum, on physical properties in Paragraph E and in accordance with design equations in appendix of ASTM F 1216, and the following design parameters:

Design Safety Factor	=	<u>2.0</u>
Retention Factor for Long-Term Flexural Modulus to be used in Design (as determined by Long-Term tests described in paragraph B)	=	<u>1% – 60%</u>
Ovality*	=	<u>2%</u>
Enhancement Factor, k	=	<u>See Paragraph C</u>
Groundwater Depth (above invert)*	=	<u>ft.</u>
Soil Depth (above crown)*	=	<u>ft.</u>
Soil Modulus**	=	<u>Psi</u>
Soil Density**	=	<u>120 pcf</u>
Live Load**	=	<u>H20 Highway</u>
Design Condition (partially or fully deteriorated)***	=	<u>***</u>

\* Denotes information which can be provided here or in observation video recordings or project construction plans. Multiple line segments may require a table of values.

\*\* Denotes information required only for fully deteriorated design conditions.

\*\*\* Based on review of video logs, conditions of pipeline can be fully or partially deteriorated.

(See ASTM F1216 Appendix.) The Engineer or Owner will be sole judge as to pipe conditions and parameters utilized in Design.

- G. Refer to the below tables for specific pipe section requirements for both partially deteriorated pipe and fully deteriorated pipe, based on pipe condition, depth, ovality, etc. as computed for conditions shown, using ASTM F 1216 design equations.

#### **CIPP WALL THICKNESS**

##### **PARTIALLY DETERIORATED DESIGN (PD)**

		Required DR (D / t)			
		Ei = 250,000 psi		Ei = 400,000 psi	
		Ground Water Depth			
Ovality	Range of Depth to invert (feet)	50% Depth	Full Depth	50% Depth	Full Depth

2 % *	4 - 8	78	62	92	73
	8 - 12	69	55	80	64
	12 - 16	62	50	73	58
	16 - 20	58	46	68	54
	20 - 24	55	44	64	51
5 %	4 - 8	72	57	84	67
	8 - 12	63	50	73	58
	12 - 16	57	46	67	53
	16 - 20	53	42	62	49
	20 - 24	50	40	58	47
8 %	4 - 8	66	52	77	61
	8 - 12	58	46	67	54
	12 - 16	52	42	61	49
	16 - 20	49	39	57	45
	20 - 24	46	37	54	43

PD wall thickness varies with the height of groundwater above invert of host pipe. The table assumes height of groundwater equal to half or full depth to pipe invert. The table represents CIPP pipe wall thickness for a host pipe range of 8 to 48 inches. This is a guideline only. Specific calculations should refer to ASTM F-1216, Appendix X.1.

#### **FULLY DETERIORATED DESIGN (FD)**

		Required DR (D / t)			
		Ei = 250,000 psi		Ei = 400,000 psi	
		Ground Water Depth			
Ovality	Range of Depth to invert (feet)	50% Depth	Full Depth	50% Depth	Full Depth
2 % *	4 – 8	49	43	58	51
	8 – 12	49	43	58	51
	12 – 16	44	39	52	46
	16 – 20	40	36	47	41
	20 – 24	37	33	44	38
5 %	4 – 8	41	37	48	43
	8 – 12	41	36	48	43
	12 – 16	37	33	44	38
	16 – 20	34	30	40	35
	20 – 24	31	27	37	32
8 %	4 – 8	35	31	40	36
	8 – 12	35	30	41	36
	12 – 16	31	27	37	32
	16 – 20	28	25	33	29
	20 – 24	26	23	31	27

FD wall thickness considers groundwater, soil, and live loads upon the CIPP pipe. The table assumes two heights of groundwater, 120-lbs/cu. ft. of soil density and an AASHTO H20 highway load. The table represents CIPP pipe wall thickness for a host pipe range of 8 to 48 inches. This is a guideline only. Specific calculations should refer to ASTM F-1216, Appendix X.1.

## **2.4 HYDRAULIC CAPACITY**

- A. Overall, the hydraulic profile shall be maintained as large as possible. The CIPP shall have at least full flow capacity of original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.

## **2.5 VIDEO EQUIPMENT**

- A. Pan and tilt color camera providing a 300 degree viewing angle both horizontally and vertically with 360 degree camera head rotation. Camera shall be skid or tractor mounted. Camera shall be mounted so lens is situated in the center of pipe.
- B. Closed circuit color monitor shall be provided to view video of sewer line. Monitor shall be 12" minimum.
- C. DVD or VCR Video Recorder – Provide 2 color recordings simultaneously.
- D. Keypad for entering text to on-screen display.
- E. On-screen footage counter.
- F. Audio commentary capability.
- G. DVD disks or VHS standard color video tapes.

## **2.6 PRODUCT REVIEW**

- A. Contractor shall provide the Engineer with a complete description of all products from source suppliers before ordering. The Engineer will review all products before they are ordered by Contractor.

# **PART 3 – EXECUTION**

## **3.1 CONSTRUCTION OBSERVATION**

- A. The quality of CIPP installation shall be tested by Contractor under direction of Engineer. Engineer or Project Representative will have the right to require any portion of work be completed in their presence. However, if Contractor notifies the Engineer such work is scheduled and Engineer fails to appear within 48 hours, Contractor may proceed. All completed work and materials furnished shall be subject to review by the Engineer or Project Representative. All improper work shall be reconstructed. All materials not conforming to requirements of

specifications shall be removed from the work upon notice being received from Engineer for rejection of such materials. Engineer shall have the right to mark rejected materials to distinguish them as such.

Contractor shall give the Project Engineer or Project Representative a minimum of 48 hours notice for all required observations or tests.

- B. Wall thickness of samples shall be determined as described in Paragraph 8.1.6 of ASTM F1743. Minimum wall thickness at any point shall not be less than 87½% of the design thickness as calculated in Paragraph 2.3 F of this document.
- C. Visual observation of the CIPP shall be in accordance with ASTM F 1216 and ASTM F1743, Section 8.6.

### **3.2 INSTALLATION**

- A. It is the responsibility of the Contractor to determine if field conditions are suitable for the work required, including soil conditions, prior to any cleaning, CIPP work, or any bypass pumping. Loose soils may be present near access points (including manholes), and it is the responsibility of the Contractor to prevent displacement of these sorts throughout the entire course of the work. In the event of any sinkholes, it is the responsibility of the Contractor to fully repair the area and restore the entire area to its previous condition.
- B. It shall be the responsibility of Owner to locate and designate all manhole access points open and accessible for work, and provide rights of access to these points. If a street must be closed to traffic because of the orientation of a sewer, Contractor shall institute actions necessary to do this for mutually agreed time period. Owner shall also provide free access to fire hydrants for cleaning, inversion and other work items requiring water. Contractor shall provide equipment, hoses, and backflow prevention for obtaining water from fire hydrants.
- C. Cleaning of Sewer Lines – Contractor shall remove all internal debris out of the sewer line which will interfere with installation of CIPP. Contractor shall obtain an offsite dump site for all debris removed from sewers during the cleaning operation. Any hazardous waste material encountered during this project will be considered as a changed condition. Contractor may also have the option to flush internal debris from the sewer down-stream, provided the waste is not hazardous in any way to the existing wastewater collection and treatment systems.
- D. Bypassing Sewage – Contractor, when necessary, shall provide for the flow of sewage around section or sections of pipe designated for repair. Bypass shall be made by plugging a line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. Pump and bypass lines shall be of adequate capacity and size to handle the flow. Owner shall require a detail of the bypass plan to be submitted. One stand-by pump shall be provided during cleaning of gravity sewer pipes.
- E. Observation of Pipelines – Shall be performed by experienced personnel trained in locating breaks, obstacles, and service connections by closed circuit television. Interior of the pipeline shall be carefully checked to determine location of any

conditions preventing proper installation of CIPP into pipelines, and it shall be noted so these conditions can be corrected. A video and suitable log shall be kept for later reference by the Owner and Engineer.

- F. Line Obstructions – It shall be the responsibility of Contractor to clear line of obstructions such as solids and roots preventing insertion of CIPP. If pre-installation observation reveals an obstruction such as a protruding service connection, dropped joint, or a collapse preventing the inversion process, not evident on pre-bid video, and it cannot be removed by conventional sewer cleaning equipment, Contractor shall make a point repair excavation to uncover and remove or repair obstruction. Such excavation shall be accepted in writing by the Owner's representative prior to commencement of work and shall be considered as a separate pay item.
- G. Notification – Contractor shall make every effort to maintain service usage throughout duration of the project. In the event a sewer line or service lateral will be out of service, maximum amount of time of no service shall be 8 hours for any building or facility served by this section. Contractor is responsible for notifying the Owner and informing when a sewer will be off-line.
- H. Installation procedures for CIPP shall conform to ASTM F 1216 and the following requirements. The resin-impregnated tube shall be inverted into sewer by controlled steam or water pressure. Once inversion has started, the pressure required to hold tube tight against existing sewer shall be maintained between minimum and maximum pressures recommended by tube manufacturer until process is complete. Should pressure deviate from within the range of minimum and maximum pressures, installed tube shall be removed from existing sewer. The heat source shall be fitted with suitable monitors to gage temperature of steam or water. This gage shall be placed between impregnated tube and pipe invert at the termination point during cure. After initial cure is reached, the temperature shall be raised to post-cure temperatures recommended by resin manufacturer. Once curing is complete, new pipe shall be cooled to a temperature below 100 degrees F before relieving the internal pressure. The finished pipe should be continuous over entire length of an inversion run and free of dry spots, lifts, and delaminations. If these conditions are present, remove and replace the CIPP.
- I. Service lateral connections covered by the CIPP are to be opened without excavation using a hydraulic powered robotic cutting device, specifically designed for cutting CIPP. The lateral opening in CIPP shall be of same shape as original opening. If Contractor misses an opening with the cutter, tube shall be repaired at Contractor's expense.

### **3.3 FIELD TESTING**

- A. After the existing sewer is completely repaired, internally check with television camera and video recording as required. Finished video recording shall be continuous over the entire length of sewer between two manholes.
- B. Defects, which may affect integrity or strength of pipe in the opinion of Engineer, shall be repaired or pipe replaced at Contractor's expense.

- C. For each inversion section, Contractor shall cut a sample from a section of cured CIPP at an intermediate manhole or termination point. Samples for each section shall be large enough to provide five specimens for flexural and tensile testing.

### **3.4 VIDEO OBSERVATION**

- A. Video observation (T.V.) of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles, and service connections by closed circuit color television. Video observation shall include the following:
  - 1. Video recordings (post) to be submitted to the Engineer and Owner before final invoice.
  - 2. Video recordings to remain property of the Owner; Contractor to retain second copy for its use.
  - 3. All flows tributary to section of sewer being checked shall be completely by-passed around the section during observation if necessary.
  - 4. Provide post construction video recording upon completing reconstruction of each section of sewer with voice description and stationing of services. Data and stationing to be on video.
  - 5. Should any portion of video recordings be of inadequate quality or coverage, as determined by Owner or Engineer, Contractor will have the portion re-checked and video recorded at no additional expense to Owner.

### **3.5 BYPASSING SEWAGE**

- A. By-Pass Pumping – The Contractor shall provide diversion for cured-in-place pipe process. A minimum of two (2) bypass pumping units shall be present and ready to operate on site at all times while repair work is in progress. The pumps and by-pass lines shall be of adequate capacity and size to handle all flows.
- B. Contractor shall be responsible for continuity of sanitary sewer service to each facility connected to the section of sewer during execution of work.
- C. If sewage backup occurs and enters buildings, the Contractor shall be responsible for clean-up, repair, property damage cost and claims.

### **3.6 CLEAN-UP**

- A. Upon acceptance of the installation work and testing, Contractor shall restore project area affected by operations, equal to prior conditions.

### **3.7 ACCEPTANCE OF PORTIONS OF THE WORK**

- A. Owner reserves the right to accept and use any portion of work. Engineer shall have power to direct on what line Contractor shall work and the order thereof.

END OF SECTION