

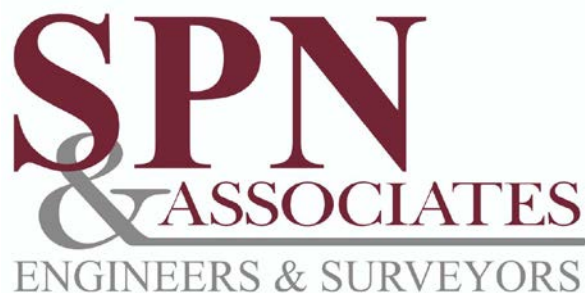
SPECIFICATIONS
AND
CONTRACT DOCUMENTS
FOR

Wastewater Treatment Improvements

Wessington Springs, South Dakota

SPN # 16790

August 2026



2100 NORTH SANBORN BLVD, PO BOX 398
MITCHELL, SOUTH DAKOTA 57301
PHONE 605-996-7761 FAX 605-996-0015

WASTEWATER TREATMENT IMPROVEMENTS

WESSINGTON SPRINGS, SOUTH DAKOTA

SPN #16790

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of South Dakota.

By

Camden H.

Camden A. Hofer, P.E.
CAMDEN A.
HOFER

Registration Number

8322

Date

8/26/26

SCHMUCKER, PAUL, NOHR & ASSOCIATES
CONSULTING ENGINEERS - SURVEYORS
2100 NORTH SANBORN BLVD, PO BOX 398
MITCHELL, SOUTH DAKOTA 57301

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TABLE OF CONTENTS
FOR
WASTEWATER TREATMENT IMPROVEMENTS
WESSINGTON SPRINGS, SOUTH DAKOTA

PART 1 BIDDING AND CONTRACT REQUIREMENTS

PRE-BID DOCUMENTS

INVITATION TO BID
INSTRUCTIONS TO BIDDERS

BIDDING DOCUMENTS

BID FORM
BID SECURITY
DBE SUBCONTRACTOR SOLICITATION FORM (SRF)
DBE SUBCONTRACTOR PERFORMANCE FORM (Form 6100-3, SRF)
DBE SUBCONTRACTOR UTILIZATION FORM (Form 6100-4, SRF)
CERTIFICATION REGARDING DEBARMENT(SRF)
AMERICAN IRON AND STEEL CERTIFICATION (SRF)
NON-COLLUSION AFFIDAVIT
STATEMENT OF QUALIFICATIONS
CERTIFICATION OF STATE TAX LICENSE

CONTRACT DOCUMENTS

NOTICE OF AWARD
AGREEMENT BETWEEN OWNER & CONTRACTOR
NOTICE TO PROCEED
PERFORMANCE BOND
PAYMENT BOND
GENERAL CONDITIONS
SUPPLEMENTARY CONDITIONS
WAGE RATE DETERMINATION
SRF SPECIAL PROJECT REQUIREMENTS

PART 2 TECHNICAL SPECIFICATIONS

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01 11 00 – SUMMARY OF WORK
SECTION 01 25 13 – PRODUCT SUBSTITUTION
SECTION 01 29 00 – MEASUREMENT AND PAYMENT
SECTION 01 31 13 – PROJECT COORDINATION
SECTION 01 31 19 – PROJECT MEETINGS AND JOB SITE ADMINISTRATION
SECTION 01 32 16 – PROGRESS SCHEDULES AND REPORTS
SECTION 01 32 23 – SURVEY AND LAYOUT DATA
SECTION 01 33 23 – SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

SECTION 01 35 13 – SPECIAL PROJECT PROCEDURES
SECTION 01 45 00 – QUALITY CONTROL
SECTION 01 50 00 – TEMPORARY FACILITIES
SECTION 01 57 00 – TEMPORARY CONTROLS
SECTION 01 57 26 – SITE WATERING
SECTION 01 66 00 – PRODUCT STORAGE AND HANDLING
SECTION 01 71 13 – MOBILIZATION
SECTION 01 73 29 – CUTTING AND PATCHING
SECTION 01 77 00 – CLOSEOUT PROCEDURES

DIVISION 2 – GENERAL EXISTING CONDITIONS

SECTION 02 01 00 – EXISTING CONDITIONS
SECTION 02 32 00 – GEOTECHNICAL INVESTIGATION

DIVISION 3 – CONCRETE

SECTION 03 11 00 – CONCRETE FORMING
SECTION 03 20 00 – CONCRETE REINFORCEMENT
SECTION 03 30 00 – CAST-IN-PLACE CONCRETE
SECTION 03 30 53 – POND CONCRETE STRUCTURES

DIVISION 31 – EARTHWORK

SECTION 31 11 00 – CLEARING AND GRUBBING
SECTION 31 23 16 & 23 – SITE EXCAVATION AND FILL
SECTION 31 23 33 – TRENCHING, BACKFILLING AND COMPACTING
SECTION 31 25 00 – EROSION CONTROL
SECTION 31 37 00 – RIP RAP
SECTION 31 41 00 – SHORING

DIVISION 32 – EXTERIOR IMPROVEMENTS

SECTION 32 15 40 – GRAVEL SURFACING
SECTION 32 31 26 – WIRE FENCES AND GATES
SECTION 32 92 19 – SEEDING

DIVISION 33 – UTILITIES

SECTION 33 01 30.11&41 – SEWER TELEVISIONING AND CLEANING
SECTION 33 05 61 – CONCRETE MANHOLES
SECTION 33 31 00 – SANITARY SEWER PIPING
SECTION 33 31 25 – SANITARY SEWER TESTING
SECTION 33 42 00 – STORM WATER CONVEYANCE

SECTION 00020 INVITATION TO BID

The City of Wessington Springs, South Dakota, will receive sealed bids for their Wastewater Treatment Improvements project until September 29 at 10:00 AM. Bids can be delivered to the Finance Office at 101 Wallace Avenue South, Wessington Springs, SD 57382, where the bids will be publicly opened and read aloud at the above time. Bids can also be mailed to PO Box 443, Wessington Springs SD 57382 prior to the bid opening date.

The major elements associated with the construction of the project are:

Bid Schedule A:

1. 3,749 CY excavation of unsuitable materials or ditch cleaning
2. 3,899 CY fill material to raise dike and raise eroded areas
3. 3,500 LF pond dike shaping
4. 308 LF straw wattles
5. 1,523 SY erosion control blanket
6. 2,600 SY of removing and disposing of shrubs and saplings
7. Remove and dispose of 14 trees
8. 2,090 TN gravel surfacing
9. 2 turtle guards on existing structures
10. 3 pond depth indicators
11. 142 feet of remove and replace 18-inch CMP
12. 210 LF total of triple 36" CMP Arch equivalent
13. 101 LF 12-inch PVC sanitary sewer
14. 57 LF 12-inch DIP sanitary sewer
15. 158 LF post-televising sanitary sewer
16. Replace 2 manholes
17. 2 sanitary sewer connections
18. 5,050 TN rip rap
19. 3,294 SY fabric filter
20. 12,230 SY seeding, fertilizing and mulch
21. 4 tube frame gates
22. 14 fence signs
23. Pumping between cells
24. Replace concrete cover on lift station wet well
25. Replace electrical conduit for lift station pump

It will be agreed by bidders that all quantities of work will be performed in accordance with the provisions of the plans and specifications and at the unit price bid. Bidders agree to furnish all labor, material, and equipment necessary to complete all the work as shown in the plans and specifications.

The complete set of Contract Documents, including drawings and specifications, is on file with the Finance Officer, Wessington Springs, South Dakota and/or at the office of Schmucker, Paul, Nohr and Associates, 2100 North Sanborn Blvd, Mitchell, South Dakota 57301. A paper copy of the contract documents and plans can be ordered with a non-refundable payment of \$40 plus applicable sales taxes. The contract documents and plans will also be made available at the SPN web site www.spn-assoc.com with a non-refundable payment of \$20. Upon request, one copy of the contract documents and plans will be furnished at no charge as required by SDCL 5-18B-1 to each contractor who is a South Dakota resident and who intends to bid the project.

Each bid must be accompanied by a certified check or bank draft payable to the order of the City of Wessington Springs, South Dakota, in an amount equal to five percent (5%) of the total bid. A bid bond in an amount equal to ten percent (10%) of the total bid will be accepted in lieu of a certified check or bank draft. Surety for bid bond must be authorized to do business in the State of South Dakota.

Pursuant to State Law, a copy of the bidder's sales and use tax license and a copy of the bidder's excise tax license as issued by the State of South Dakota must accompany the bid. In lieu of a copy of the license, the bidder shall submit appropriate evidence that the bidder and all affiliates have the appropriate licenses.

Bidders are advised that any contracts awarded on this project will be partially funded by the South Dakota State Revolving Fund (SRF) program. All requirements of the funding agency for construction projects shall be met by all contractors and/or subcontractors performing work on this project. Neither the United States nor any of its departments, agencies, or employees is or will be a party to this Invitation to Bid or any resulting contract. This procurement will be subject to EPA regulations contained in 40 CFR 35.936, 35.938 and 35.939.

Bidders on this work will be required to comply with Title 40 CFR 33 and Executive Order 12138. The goal for Minority-Owned Business Enterprise (MBE) on this project is 1.5 percent and the goal for Woman-Owned Business Enterprise (WBE) on this project is 2.4 percent. The goals and other requirements for bidders and contractors under this regulation which concerns utilization of disadvantaged/minority business enterprises are explained in the Contract Documents.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE
ACTION TO ENSURE EQUAL EMPLOYMENT
OPPORTUNITY (EXECUTIVE ORDER 11246)**

Compliance with the American Iron and Steel provision of the Consolidated Appropriations Act of 2014 is required. A certification form is included with the bidding documents and must be included with the bid. Note that waivers or exemptions from the Buy American provision which refer to International Trade Agreements do not comply with the Consolidated Appropriations Act of 2014 for SRF programs. Claims from suppliers will not be accepted which indicate that the American Iron and Steel provision does not apply to certain products based on the International Trade Agreement exemptions of the Consolidated Appropriations Act of 2014.

The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications". The requirements for bidders and Contractors under this order are explained in Part 1 of these Contract Documents.

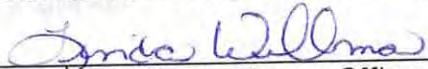
Bidders on this work will be required to comply with the Equal Employment Opportunity regulations in 41 CFR Part 60 - 1.4(b) and all Civil Rights laws to include 1) Age Discrimination Act of 1975, 2) Section 13 of the FWPCA Amendments of 1972, 3) Section 504 of the Rehabilitation Act of 1973, and 4) Title VI of the Civil Rights Act of 1964.

Bidders are also reminded that not less than the minimum wages as determined by the Davis-Bacon Act and set forth in the Contract Documents must be paid on this project and that the contractor and/or subcontractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or natural origin.

In addition to all of the above-listed Federal requirements for work on this project, compliance with the contract Work Hours and Safety Standards Act, Executive Order 11375, Copeland Act, the Clean Air Act, and Water Pollution Control Act and subsequent amendments to all of the above will be required of contractors and/or subcontractors performing work on this project.

The bidders must assure compliance with the requirements of Public Law 115-232, Section 889, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

Bids may be held by the City Council for a period of not more than thirty (30) days from the date of opening of bids for the purpose of reviewing the bids, investigating the qualifications of the bidders and completing financial arrangements prior to awarding the Work. The Owner reserves the right to reject any or all bids and to waive any informalities in the bidding and make awards to the Owner's best interest.

By 
Linda Willman, Finance Officer
City of Wessington Springs, South Dakota

Date: September 1st, 2026

Published two times at a total cost of _____

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INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1— Defined Terms.....	1
Article 2— Bidding Documents	1
Article 3— Qualifications of Bidders.....	2
Article 4— Pre-Bid Conference	2
Article 5— Site and Other Areas; Existing Site Conditions; Examination of Site; Owner’s Safety Program; Other Work at the Site.....	3
Article 6— Bidder’s Representations and Certifications.....	5
Article 7— Interpretations and Addenda	5
Article 8— Bid Security	5
Article 9— Contract Times	6
Article 10— Substitute and “Or Equal” Items.....	6
Article 11— Subcontractors, Suppliers, and Others	7
Article 12— Preparation of Bid	7
Article 13— Basis of Bid	8
Article 14— Submittal of Bid.....	9
Article 15— Modification and Withdrawal of Bid.....	9
Article 16— Opening of Bids	10
Article 17— Bids to Remain Subject to Acceptance	10
Article 18— Evaluation of Bids and Award of Contract	10
Article 19— Bonds and Insurance.....	11
Article 20— Signing of Agreement.....	12
Article 21— Sales and Use Taxes	12
Article 22— Contracts to Be Assigned	12
Article 23— Wage Rate Determination	12
Article 24— Nondiscrimination In Employment	12
Article 25— Goals for DBE/MBE and WBE Participation	13
Article 26— American Iron and Steel.....	13
Article 27— Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.....	14

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 ~~Owner~~ Engineer has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder registers as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by ~~Owner~~ Engineer. For purposes of this Project, the Issuing Office shall be Schmucker, Paul, Nohr and Associates located at 2100 North Sanborn Boulevard with a mailing address of PO Box 398, Mitchell, South Dakota, 57301.
- 2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.06 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.

1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader ~~Version or later~~. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt, printing issues, scale of drawings, or assembly of pages of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within five (5) working days of Owner's request, Bidder must submit the following information:
 - A. Written evidence establishing its qualifications such as ~~financial data~~, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number, if applicable.
 - ~~D. Subcontractor and Supplier qualification information.~~
 - ~~E. Other required information regarding qualifications.~~
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A pre-bid conference will not be conducted for this Project.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

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

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

- 1. No tests or reports of subsurface conditions at or contiguous to the site are known to the Owner or Engineer. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. ~~Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.~~
 - b. ~~Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.~~
 - c. ~~Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.~~
 - d. ~~Technical Data contained in such reports and drawings.~~
- 2. ~~Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.~~
- 3. ~~If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.~~
- 4. *Geotechnical Baseline Report/Geotechnical Data Report:* Deleted.

- B. ~~*Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.~~

5.03 *Other Site-related Documents*

~~A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:~~

~~Owner will make copies of these other Site-related documents available to any Bidder on request.~~

~~B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.~~

~~C. The other Site-related documents are not part of the Contract Documents.~~

~~D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.~~

E. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.

~~B. A Site visit is scheduled following the pre-bid conference. Maps to the Site will be available at the pre-Bid conference.~~

~~C. A Site visit is scheduled for. Maps to the Site will be made available upon request.~~

D. Bidders visiting the Site are required to arrange their own transportation to the Site.

~~E. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site: . Bidder must conduct the required Site visit during normal working hours.~~

F. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

G. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

H. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

- I. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. ~~Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions. No Owner safety Program exists for this project.~~

5.06 *Other Work at the Site*

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

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer. ~~in writing. Contact information and submittal procedures for such questions are as follows:~~
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 ~~A Bid must be accompanied by Bid security made payable to Owner in an amount of percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the~~

~~form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents. A Bid must be accompanied by Bid security made payable to Owner. Bid security in the form of a certified check or bank money order shall be in an amount of not less than five percent (5%) of Bidder's maximum Bid price or in the form of a Bid bond (on the form included in the Bid Documents or other such form as approved by Owner) in an amount of not less than ten percent (10%) of Bidder's maximum Bid price issued by a surety meeting the requirements as set forth in the following paragraphs and Paragraph 6.01 of the General Conditions.~~

- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within fifteen (15) days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven (7) days after the Effective Date of the Contract or ~~61-thirty (30)~~ days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven (7) days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such

proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.

- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 ~~A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.~~
- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for ~~the following portions of the Work~~ within five days after Bid opening.
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, ~~Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.~~
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. ~~Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder.~~ Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no ~~written~~ objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch

by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of items required in Article 3. ~~Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.~~
- 12.12 ~~If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.~~

ARTICLE 13—BASIS OF BID

- 13.01 *Lump Sum - Deleted*
- 13.02 *Base Bid with Alternates - Deleted*
- 13.03 *Sectional Bids - Deleted*
- 13.04 *Cost-Plus-Fee Bids - Deleted*
- 13.05 *Unit Price*
 - A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

- B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity”, which Owner or its representative has set forth in the Bid Form, for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.06 Allowances

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

13.07 Price-Plus-Time Bids - Deleted

ARTICLE 14—SUBMITTAL OF BID

- 14.01 ~~The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form. Bidder shall submit Bid Form.~~ Bidders shall submit Bid Form, Bid Security and other documents as listed in Article 7 of the Bid Form. Refer to Article 7.01 of the Bid Form for a list of documents required to be submitted with the Bid.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.
- 14.04 The Bid Schedules as shown on the Bid Form may be reproduced electronically and submitted with the Bid Form included as part of this document. Conflicts and errors in the reproduced Bid Schedules between item Descriptions, Quantities and Units shall be resolved and governed by the Bid Form as bound herein.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted

prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

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

ARTICLE 16—OPENING OF BIDS

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

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form. Should there be any reason why the contract cannot be awarded within the period of time stated in the Bid Form, the time may be extended by mutual agreement. ~~but,~~ Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- ~~B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority~~

~~established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.~~

- ~~C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.~~
 - ~~D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.~~
 - ~~E. For the determination of the apparent low Bidder when cost plus fee bids are submitted, Bids will be compared on the basis of the Guaranteed Maximum Price set forth by Bidder on the Bid Form.~~
 - ~~F. Bid prices will be compared after adjusting for differences in time of Substantial Completion (total number of calendar days to substantially complete the Work) designated by Bidders. The adjusting amount will be determined at the rate set forth in the Agreement for liquidated damages for failing to achieve Substantial Completion, or such other amount that Owner has designated in the Bid Form.~~
 - ~~1. The method for calculating the lowest bid for comparison will be the summation of the Bid price shown in the Bid Form plus the product of the Bidder-specified time of Substantial Completion in calendar days times the rate for liquidated damages in dollars per day.~~
 - ~~2. This procedure is only used to determine the lowest bid for comparison and contractor selection purposes. The Contract Price for compensation and payment purposes remains the Bid price shown in the Bid Form.~~
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

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

- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within ~~15~~ 21 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—SALES AND USE TAXES

- 21.01 The Project has been classified primarily as a municipal utility improvement project and as such is subject to the Contractor's 2 percent Excise Tax on gross receipts according to SDCL 10-46-A.

ARTICLE 22—CONTRACTS TO BE ASSIGNED

- 22.01 This Article is not applicable to this project.

ARTICLE 23— WAGE RATE DETERMINATION

- 23.01 If the contract price is in excess of \$100,000, provisions of the Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) apply.
- 23.02 The Project and the construction work covered by any contracts awarded as part of this Project are subject to the Minimum Wage Rate Determination portion of the Federal Labor Standards Provisions as determined by the Davis-Bacon Act. The Contractor and/or Subcontractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or natural origin. A Wage Rate Determination for work on this project may be found in Section 00810.

ARTICLE 24— NONDISCRIMINATION IN EMPLOYMENT

- 24.01 Bidders on this work will be required to comply with the Equal Employment Opportunity regulations in 41 CFR Part 60 - 1.4(b) and all Civil Rights laws to include 1) Age Discrimination Act of 1975, 2) Section 13 of the FWPCA Amendments of 1972, 3) Section 504 of the Rehabilitation Act of 1973, and 4) Title VI of the Civil Rights Act of 1964.
- 24.02 The following workforce goals for minority and female utilization shall be included in all Federal and Federally-assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the Contractor's aggregate on-site construction workforce, not merely that part of the workforce that is performing work on a Federal or Federally-assisted contract or subcontract.

WORKFORCE GOALS FOR ALL CRAFTS

DISADVANTAGED/MINORITY PARTICIPATION

(for Jerauld County)0.8%

WORKFORCE GOALS FOR ALL CRAFTS

FEMALE PARTICIPATION.....6.9%

- 24.03 The workforce goals as shown above are based on the total number of new positions created to complete the work generated by the contract.

ARTICLE 25— GOALS FOR DBE/MBE AND WBE PARTICIPATION

- 25.01 Bidders on this work will be required to comply with Title 40 CFR 33 and Executive Order 12138. The requirements for bidders and contractors under this regulation which concern utilization of Disadvantaged/Minority Business Enterprises (DBE/MBE) and Women’s Business Enterprises (WBE) are explained in the specifications.

- 25.02 The goals for this project are as follows:

PROJECT GOALS – DISADVANTAGED/MINORITY ENTERPRISES.....1.5%

PROJECT GOALS – WOMEN’S BUSINESS ENTERPRISES.....2.4%

- 25.03 The project goals as shown above are based on the total dollar value of the contract to be awarded.

- 25.04 Bidders shall submit a fully executed Disadvantaged/Minority Business Enterprises Assurance with their proposal, including all supporting documentation. Failure to do so may render the bid null and void. The award of contract, if awarded, will be made to the lowest responsive, responsible bidder that is able to demonstrate that good faith efforts were made to meet or exceed the contract goals. Meeting or exceeding the contract goals shall conclusively establish that the bidder has made such good faith efforts.

- 25.05 A roster of certified DBE firms can be viewed at:

<http://www.sddot.com/business/contractors/docs/DBEDirectory.pdf>

ARTICLE 26— AMERICAN IRON AND STEEL

- 26.01 The low, responsive bidder will be required to certify to compliance with the American Iron and Steel provision of the Consolidated Appropriations Act of 2014. This certification form may be found on page AIS-21 and 22 of the State Revolving Fund (SRF) General Conditions and must be included in the bid proposal.

- A. Please be advised that waivers or exemptions from the American Iron and Steel provision that cite International Trade Agreements DO NOT comply with the Consolidated Appropriations Act of 2014 as it applies to the SRF programs. Claims from suppliers that the American Iron and Steel provision does not apply to certain products based on the

International Trade Agreement exemptions of the Consolidated Appropriations Act of 2014 will not be accepted.

ARTICLE 27—PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- 27.01 The bidders must assure compliance with the requirements of Public Law 115-232, Section 889, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractors must assure that telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) will not be supplied for the project.

BIDDING DOCUMENTS

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BID FORM
WASTEWATER TREATMENT IMPROVEMENTS
WESSINGTON SPRINGS, SOUTH DAKOTA
SPN #16790

TABLE OF CONTENTS

	Page
ARTICLE 1—Owner and Bidder.....	1
ARTICLE 2—Attachments to this Bid	1
ARTICLE 3—Basis of Bid – Lump Sum Bid and Unit Prices.....	1
ARTICLE 4—Time of Completion	3
ARTICLE 5—Bidder’s Acknowledgements: Acceptance Period, Instructions, and Receipt of Addenda	3
ARTICLE 6—Bidder’s Representations and Certifications	3

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BID FORM FOR CONSTRUCTION CONTRACT

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

ARTICLE 1—OWNER AND BIDDER

1.1 This Bid is submitted to:

The Finance Office at 101 Wallace Ave. South, Wessington Springs, SD 57382.

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

ARTICLE 2—ATTACHMENTS TO THIS BID

2.1 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security
- B. DBE Subcontractor Solicitation Information Form (SRF)
- C. Form 6100-3 (DBE Subcontractor Performance Form) (SRF)
- D. Form 6100-4 (DBE Subcontractor Utilization Form) (SRF)
- E. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (SRF)
- F. American Iron and Steel Certification (SRF)
- G. Non-Collusion Affidavit
- H. Statement of Qualifications
- I. Certification of States Sales Tax License

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.1 *Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices:

Wessington Springs - Wastewater Treatment Improvements**Bid Form****Bid Schedule A**

Item #	Description	Quantity	Unit Price	Total Price
1	Mobilization	1 LS		
2	Topsoil Removal and Stockpiling	687 CY		
3	Ditch Excavation	1,390 CY		
4	Fill Eroded Ditch Areas	17 CY		
5	Raise and Recompact Dike	3,195 CY		
6	Remove Unsuitable Material from Cell 1 Dike Construction	750 CY		
7	Remove Solids (Sludge) from Cell 1	673 CY		
8	Dike Excavation	249 SY		
9	Topsoil Placement	687 CY		
10	Pond Dike Shaping	3,500 LF		
11	Straw Wattles	308 LF		
12	Erosion Control Blanket	1,523 SY		
13	Remove and Dispose of Shrubs and Saplings	2,600 SY		
14	Remove and Dispose of Trees	14 EA		
15	Gravel Surfacing	2,090 TN		
16	Turtle Guard on Existing Structure	2 EA		
17	Pond Depth Indicator	3 EA		
18	Remove and Replace 18" CMP Culvert	142 LF		
19	36" CMP Arch Culvert	210 LF		
20	12-Inch PVC Sanitary Sewer	101 LF		
21	12-Inch DIP Sanitary Sewer	57 LF		
22	Post Televising 12-Inch Sanitary Sewer	158 LF		
23	Remove and Dispose of Manhole	2 EA		
24	Sanitary Manhole with Casting	2 EA		
25	Connect to 12-Inch Sewer	1 EA		
26	Connect to 8-Inch Sewer	1 EA		
27	Rip Rap	5,050 TN		
28	Fabric Filter	3,294 SY		
29	Break Up Concrete Chunks to Class A Sizes	175 Hr		
30	Pumping between Cells	1 LS		
31	Replace Wet Well Cover, Include Hatch, Vent Pipe and Fittings	1 LS		
32	Remove and Reset Hoist System	1 LS		
33	Electrical Wiring	1 LS		
34	Seed, Fertilize & Mulch	12,230 SY		
35	Remove and Replace Barbed Wire Fence	30 LF		
36	Tube Frame Steel Gates	4 EA		
37	Fence Signs	14 EA		

Total For Items 1 - 37 Inclusive _____

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

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and American Society of Civil Engineers. All rights reserved.

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

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

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

5.1 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for ~~60~~**30** days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.2 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.3 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.1 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, performance of the work, and all American Iron and Steel requirements.

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

6.2 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:

- a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
- b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

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

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.: (if applicable)

BID BOND (PENAL SUM FORM)

Bidder Name: Address	Surety Name: Address
Owner Name: Address	Bid Project: Wastewater Treatment Improvements Wessington Springs, South Dakota Bid Due Date:
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

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

STATE REVOLVING FUND (SRF)

BID DOCUMENTS

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DBE SUBCONTRACTOR SOLICITATION INFORMATION

PROJECT NAME:

Subcontractor Name and Telephone Number	MBE or WBE	Description of Work Offered	Date of Phone Follow-up & Person Contacted	Amount of Bid or Reason for not Quoting	Bid Accepted or Rejected? Include Reason for Rejection

This information is true and correct to the best of my knowledge

Contractor Name, Address and Telephone Number

This form shall be submitted as part of the contractor's bid.

Signature

Title

Date

This page is intentionally blank.

**Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form**

NAME OF SUBCONTRACTOR¹		PROJECT NAME	
ADDRESS		BID/PROPOSAL NO.	
TELEPHONE NO.		E-MAIL ADDRESS	
PRIME CONTRACTOR NAME			
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR	
Currently certified as an MBE or WBE under EPA's DBE Program? ☐ Yes ☐ No			
_____ Signature of Prime Contractor		_____ Date	
_____ Print Name		_____ Title	
_____ Signature of Subcontractor		_____ Date	
_____ Print Name		_____ Title	

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an SRF award of financial assistance.

FORM 6100-3 (DBE Subcontractor Performance Form)

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**Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form**

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

The following subcontractors will be used on this project :			
COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT	TYPE OF FIRM? (Print MBE, WBE or None below)
I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c)			
Signature of Prime Contractor		Date	
Print Name		Title	

'Subcontractor is defined as a company firm, joint venture, or individual who enters into an agreement with a contractor to provide service, pursuant to an SRF award of financial assistance.

FORM 6 100-4 (DBE Subcontractor Utilization Form)

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

FFO - 7

A. INSTRUCTIONS

Under Executive Order 12549, an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a sub-agreement thereunder for \$25,000 or more. The status of prospective individuals or organizations can be checked at:

<http://epls.arnet.gov/>

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or sub-agreement participant thereunder must complete the attached certification or provide an explanation why they cannot complete the certification. For further details, see 40 CFR 32.510, Participants Responsibilities.

B. WHERE TO SUBMIT

A prospective prime contractor must submit a completed certification or explanation to the project owner for the project. Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

C. HOW TO OBTAIN FORMS

This form may be reproduced as necessary. If needed, additional forms may be obtained from the Department of Environment and Natural Resources.

SRF Project Number

United States Environmental Protection Agency
Washington, DC 20460

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

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

AMERICAN IRON AND STEEL CERTIFICATION

1. Identification of American-made Iron and Steel: Consistent with the terms of the Borrower's bid solicitation and the provisions of the Consolidated Appropriations Act of 2014 ("Omnibus Spending Bill"), Section 436, the Bidder certifies that this bid reflects the Bidder's best, good faith to identify domestic sources of iron and steel for all iron and steel products contained in the bid solicitation where such American-made products are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.
2. Verification of U.S. Production: The Bidder certifies that all iron and steel products contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Borrower of the U.S. production of each iron and steel product so identified through the completion of the step certification process.
3. The Bidder is responsible for submitting certified product information to the assistance recipient. Utilization of the step certification process is strongly encouraged. This process requires that each handler (supplier, fabricator, manufacturer, processor, etc.) of the iron and steel products certifies that their step in the process was domestically performed and provides a letter of certification from each supplier/fabricator on transfer of intermediate product. Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. An example certification letter can be found in Appendix 5 of the American Iron and Steel Provisions in the SRF General Conditions.
4. The American Iron and Steel provision applies in a manner consistent with United States obligations under international agreements. Typically, these obligations only apply to direct procurement by the entities that are signatory to such agreements. State Revolving Fund assistance recipients are not signatories to such agreements, so these agreements have no impact on the American Iron and Steel provision. Claims from suppliers that the American Iron and Steel provision does not apply to certain products based on the International Trade Agreement exemptions of the Consolidated Appropriations Act of 2014 will not be accepted.
5. Documentation Regarding Non-American-made Iron or Steel: The Bidder certifies that for any iron and steel product that is not American-made and is so identified in this bid, the Bidders has included in or attached to this bid the following, as applicable:
 - a. Identification of and citation to a national waiver published by the U.S. Environmental Protection Agency on the official public Internet Web site of the Environmental Protection Agency that is applicable to such iron and steel product, and an analysis that supports its applicability to the iron and steel product;
 - b. Verifiable documentation sufficient to the Borrower that the waiver request process has been initiated. The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three conditions is met:
 1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;

2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

A checklist detailing the types of information required for a waiver to be processed can be found in Appendix 1 of the American Iron and Steel Provisions of the SRF General Conditions. Until a waiver is granted by EPA, the AIS requirements stand.

Bidder/Contractor

Date

Signature of Contractor/Title

SECTION 00436 NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

(1) He is _____ of _____,
(Title) (Firm)
the Bidder that has submitted the attached Bid.

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

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

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

(Signed) _____

Title

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

Title

My commission expires _____

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SECTION 00438 STATEMENT OF QUALIFICATIONS

To: **City of Wessington Springs**

Project: **Wastewater Treatment Improvements**

At: **Wessington Springs, South Dakota**

Date Submitted: _____ Bid Letting Date _____

The following statements of qualifications and experience are current for:

_____	_____
Name of Organization	Address

We are incorporated in the State of _____

Our principal work is _____

EXPERIENCE RECORD

A. Completed projects: (List several from past two years.)

Location and Description of Work	Owner	Contract Amount	Date Completed
-------------------------------------	-------	--------------------	-------------------

B. Work in Progress

Location and Description of Work	Owner	Contract Amount	Date Completed
-------------------------------------	-------	--------------------	-------------------

C. Major Equipment

The following list of major equipment is proposed for use on this Project:

Description	Manufacturer	Size & Class	Capacity	Year	Mfd.
-------------	--------------	--------------	----------	------	------

D. Superintendent

Our superintendent or foreman of this project will be:

His experience includes: _____

General statement of experience and qualification of this organization

includes: _____

E. Bonding Company

Our Bonding Company is: _____

Address: _____ Phone No. _____

F. Subcontractors and Suppliers

Proposed Sub-Contractors: Identify and give brief narrative on each subcontractor including name, address, work to be performed and qualifications. (Indicate which firms are MBE or WBE)

G. Certification

I certify that all of the statements outlined above are true representations.

FIRM NAME _____

Prepared by _____
Signature

Title _____

Address _____

Telephone No. _____

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SECTION 00440 CERTIFICATION OF STATE TAX LICENSE

CERTIFICATION OF STATE TAX AND EXCISE TAX LICENSE

State of _____)
County of _____)SS

_____, being first duly sworn, deposes and says that:

(1) He is _____ of _____,
(Title) (Firm)
the Bidder that has submitted the attached Bid.

(2) The following tax license numbers are those issued by the South Dakota Department of Revenue on behalf of the State of South Dakota:

Sales and Use Tax License Number: _____

Contractor's Excise Tax License Number: _____

(Signed) _____

Title

Subscribed and sworn to before me

this ____ day of _____, 20 ____.

Title

My commission expires: _____

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CONTRACT DOCUMENTS

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NOTICE OF AWARD

Owner: Wessington Springs

Engineer: SPN and Associates Engineer's Project No.: 16790

Project: Wastewater Treatment Improvements

Contract Name: _____

Bidder: _____

Bidder's Address: _____

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

[_____]

The Contract Price of the awarded Contract is \$[_____]. Contract Price is based upon the Bid Form and Unit Prices as set forth thereon.

Five unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder ~~electronically~~.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within ~~15~~ twenty-one (21) days of the date of receipt of this Notice of Award:

1. Deliver to Owner three (3) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): [Describe other conditions that require Successful Bidder's compliance]

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

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: _____

By (*signature*): _____ Date: _____

Name (*printed*): _____

Title: _____

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

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**AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT**

Table of Contents

ARTICLE 1—WORK	1
ARTICLE 2—THE PROJECT	1
ARTICLE 3—ENGINEER.....	1
ARTICLE 4—CONTRACT TIMES.....	2
ARTICLE 5—CONTRACT PRICE	3
ARTICLE 6—PAYMENT PROCEDURES.....	3
ARTICLE 7—CONTRACT DOCUMENTS	5
ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS.....	6

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between [City of Wessington Springs] ("Owner") and
[_____] ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

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

Bid Schedule A:

Ditch excavation and place borrowed fill material, erosion control, turtle guards, pond depth indicators, replace culverts, repair dike erosion, dike shaping, place rip rap, replace wet well cover, pump wiring, seeding fertilizing and mulch.

Bid Schedule B:

Remove and replace fence and gates.

ARTICLE 2—THE PROJECT

- 2.1 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Wastewater Treatment Improvements

ARTICLE 3—ENGINEER

- 3.1 The Owner has retained **Schmucker, Paul, Nohr and Associates** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.2 The part of the Project that pertains to the Work has been designed by **Schmucker Paul Nohr and Associates**.

ARTICLE 4—CONTRACT TIMES

4.1 *Time is of the Essence*

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

4.2 *Contract Times: Dates*

- A. The Work will be substantially complete on or before **October 1, 2027**. The project shall be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions.

4.3 *Duration of Construction*

- A. The substantial completion date will not be extended due to weather until the allotted rain days have been accounted for. The Work shall take no more than 100 calendar days of construction activity.

4.4 *Milestones - Not used.*

4.5 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed ~~and Milestones not achieved~~ within the Contract Times or duration of construction, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. *Substantial Completion:* Contractor shall pay Owner \$1,500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 - 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$800 for each day that expires after such time until the Work is completed and ready for final payment.
- B. Liquidated damages for failing to timely attain ~~Milestones~~, Substantial Completion, duration of construction and final completion are not additive, and will not be imposed concurrently. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
- ~~C. *Bonus:* Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor \$ for each day prior to the time specified above for Substantial Completion (as~~

~~duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to \$.~~

~~4.6—Special Damages~~

- ~~D. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.~~
- ~~E. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.~~
- ~~F. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.~~

ARTICLE 5—CONTRACT PRICE

- 5.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- ~~A. For all Work other than Unit Price Work, a lump sum of \$. All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~
- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual estimated quantity of that item as indicated on the Bid Form as submitted by the Contractor for contracts that have been awarded).
- The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
- ~~C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$.~~
- ~~D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.~~

ARTICLE 6—PAYMENT PROCEDURES

- 6.1 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.2 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment ~~on or about the day of each month~~ during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. Each monthly payment period shall end nine days prior to the Council's monthly meeting. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
- B. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 90 percent of the value of the Work completed (with the balance being retainage).
 - 1) ~~If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- C. Upon Substantial Completion Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.3 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

~~6.4 *Consent of Surety*~~

- ~~A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.~~

6.5 *Interest*

- A. All amounts not paid when due will bear interest at the rate of 12 percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.1 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. Performance, Utilization, and Solicitation Forms
 - 2. American Iron and Steel Certification form
 - 3. Certification Regarding Debarment, Suspension, and Other Responsibility Matters
 - 4. Notice of Award
 - 5. This Agreement.
 - 6. Notice to Proceed
 - 7. Performance bond.
 - 8. Payment bond.
 - 9. General Conditions.
 - 10. Supplementary Conditions.
 - 11. Wage Rate Decision SD20260001
 - 12. Special Funding Agency Provisions
 - 13. Specifications as listed in the table of contents of the Project Manual.
 - 14. Drawings.
 - 15. Addenda.
 - 16. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
 - 17. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Work Change Directives.
 - b. Change Orders.
 - c. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.1 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.2 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.3 *Standard General Conditions*

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

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

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

Owner:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Contractor:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

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

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

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NOTICE TO PROCEED

Owner: Wessington Springs Engineer's Project No.: 16790
Engineer: SPN and Associates
Contractor: _____
Project: Wastewater Treatment Improvements
Contract Name: _____
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____ pursuant to as identified in Paragraph 4.01 of the General Conditions.

On or after that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The date by which Substantial Completion must be achieved ~~is~~ and the date by which readiness for final payment must be achieved ~~is~~ are identified in the Agreement.

Before starting any Work at the Site, Contractor must comply with the following:

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

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PERFORMANCE BOND

Contractor Name: _____ Address: _____	Surety Name: _____ Address: _____
Owner Name: _____ Mailing address: _____	Contract Description: Wastewater Treatment Improvements Wessington Springs, South Dakota Contract Price: _____ Effective Date of Contract: _____
Bond Bond Amount: _____ Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i> _____	<i>(Full formal name of Surety) (corporate seal)</i> _____
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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

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

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

14. Definitions

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

PAYMENT BOND

Contractor Name: Address	Surety Name: Address
Owner Name: Mailing address	Contract Description: Wastewater Treatment Improvements Wessington Springs, South Dakota Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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

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

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

SECTION C-00700

GENERAL CONDITIONS

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1—Definitions and Terminology.....	1
1.01 Defined Terms.....	1
1.02 Terminology	6
Article 2—Preliminary Matters	7
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance.....	7
2.02 Copies of Documents	7
2.03 Before Starting Construction	7
2.04 Preconstruction Conference; Designation of Authorized Representatives	8
2.05 Acceptance of Schedules	8
2.06 Electronic Transmittals	8
Article 3—Contract Documents: Intent, Requirements, Reuse	9
3.01 Intent.....	9
3.02 Reference Standards	9
3.03 Reporting and Resolving Discrepancies	10
3.04 Requirements of the Contract Documents.....	10
3.05 Reuse of Documents	11
Article 4—Commencement and Progress of the Work	11
4.01 Commencement of Contract Times; Notice to Proceed	11
4.02 Starting the Work.....	11
4.03 Reference Points	11
4.04 Progress Schedule	12
4.05 Delays in Contractor’s Progress	12
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions	13
5.01 Availability of Lands	13
5.02 Use of Site and Other Areas.....	14
5.03 Subsurface and Physical Conditions.....	15
5.04 Differing Subsurface or Physical Conditions	16

5.05	Underground Facilities.....	17
5.06	Hazardous Environmental Conditions at Site	19
Article 6—Bonds and Insurance.....		21
6.01	Performance, Payment, and Other Bonds	21
6.02	Insurance—General Provisions.....	22
6.03	Contractor’s Insurance.....	24
6.04	Builder’s Risk and Other Property Insurance	25
6.05	Property Losses; Subrogation	25
6.06	Receipt and Application of Property Insurance Proceeds	27
Article 7—Contractor’s Responsibilities		27
7.01	Contractor’s Means and Methods of Construction	27
7.02	Supervision and Superintendence	27
7.03	Labor; Working Hours	27
7.04	Services, Materials, and Equipment	28
7.05	“Or Equals”	28
7.06	Substitutes	29
7.07	Concerning Subcontractors and Suppliers.....	31
7.08	Patent Fees and Royalties.....	32
7.09	Permits	33
7.10	Taxes	33
7.11	Laws and Regulations.....	33
7.12	Record Documents.....	33
7.13	Safety and Protection	34
7.14	Hazard Communication Programs	35
7.15	Emergencies	35
7.16	Submittals	35
7.17	Contractor’s General Warranty and Guarantee	38
7.18	Indemnification	39
7.19	Delegation of Professional Design Services	39
Article 8—Other Work at the Site.....		40
8.01	Other Work	40
8.02	Coordination	41
8.03	Legal Relationships.....	41

Article 9—Owner’s Responsibilities	42
9.01 Communications to Contractor	42
9.02 Replacement of Engineer	42
9.03 Furnish Data	42
9.04 Pay When Due.....	42
9.05 Lands and Easements; Reports, Tests, and Drawings	43
9.06 Insurance.....	43
9.07 Change Orders	43
9.08 Inspections, Tests, and Approvals.....	43
9.09 Limitations on Owner’s Responsibilities	43
9.10 Undisclosed Hazardous Environmental Condition.....	43
9.11 Evidence of Financial Arrangements.....	43
9.12 Safety Programs	43
Article 10—Engineer’s Status During Construction	44
10.01 Owner’s Representative.....	44
10.02 Visits to Site.....	44
10.03 Resident Project Representative	44
10.04 Engineer’s Authority	44
10.05 Determinations for Unit Price Work	45
10.06 Decisions on Requirements of Contract Documents and Acceptability of Work	45
10.07 Limitations on Engineer’s Authority and Responsibilities	45
10.08 Compliance with Safety Program.....	45
Article 11—Changes to the Contract	46
11.01 Amending and Supplementing the Contract	46
11.02 Change Orders	46
11.03 Work Change Directives.....	46
11.04 Field Orders.....	47
11.05 Owner-Authorized Changes in the Work.....	47
11.06 Unauthorized Changes in the Work.....	47
11.07 Change of Contract Price	47
11.08 Change of Contract Times.....	49
11.09 Change Proposals.....	49
11.10 Notification to Surety.....	50

Article 12—Claims.....	50
12.01 Claims.....	50
Article 13—Cost of the Work; Allowances; Unit Price Work	51
13.01 Cost of the Work	51
13.02 Allowances	55
13.03 Unit Price Work.....	55
Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work	56
14.01 Access to Work.....	56
14.02 Tests, Inspections, and Approvals.....	56
14.03 Defective Work	57
14.04 Acceptance of Defective Work	58
14.05 Uncovering Work	58
14.06 Owner May Stop the Work	58
14.07 Owner May Correct Defective Work.....	59
Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period	59
15.01 Progress Payments.....	59
15.02 Contractor’s Warranty of Title	62
15.03 Substantial Completion.....	62
15.04 Partial Use or Occupancy	63
15.05 Final Inspection	64
15.06 Final Payment.....	64
15.07 Waiver of Claims	65
15.08 Correction Period	66
Article 16—Suspension of Work and Termination	67
16.01 Owner May Suspend Work	67
16.02 Owner May Terminate for Cause.....	67
16.03 Owner May Terminate for Convenience	68
16.04 Contractor May Stop Work or Terminate	68
Article 17—Final Resolution of Disputes	69
17.01 Methods and Procedures.....	69
Article 18—Miscellaneous	69
18.01 Giving Notice	69
18.02 Computation of Times	69

18.03	Cumulative Remedies	70
18.04	Limitation of Damages	70
18.05	No Waiver	70
18.06	Survival of Obligations	70
18.07	Controlling Law	70
18.08	Assignment of Contract	70
18.09	Successors and Assigns	70
18.10	Headings.....	70

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
- 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 - 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 - 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 - 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 - 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 - 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 - 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 - 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 - 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 - 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 - 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

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

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

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

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

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

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

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

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

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

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;
 - 6. The issuance of a notice of acceptability by Engineer;
 - 7. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

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

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

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

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

- B. *Change Proposal Procedures*

- 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

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

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 6. Expenses incurred in preparing and advancing Claims.
 - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
 - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

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

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

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

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

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

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

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

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
- 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

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

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

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SECTION C-00800

SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1— Definitions and Terminology.....	1
Article 2— Preliminary Matters	1
Article 3— Contract Documents: Intent, Requirements, Reuse	2
Article 4— Commencement and Progress of the Work	2
Article 5— Site, Subsurface and Physical Conditions, Hazardous Environmental Conditions.....	2
Article 6— Bonds and Insurance	3
Article 7— Contractor’s Responsibilities	6
Article 8— Other Work at the Site	6
Article 9— Owner’s Responsibilities	6
Article 10— Engineer’s Status During Construction	6
Article 11— Changes to the Contract	8
Article 12— Claims	8
Article 13— Cost of Work; Allowances, Unit Price Work.....	8
Article 14— Tests and Inspections; Correction, Removal, or Acceptance of Defective Work	9
Article 15— Payments to Contractor, Set Offs; Completions; Correction Period	9
Article 16— Suspension of Work and Termination	9
Article 17— Final Resolutions of Disputes	9
Article 18— Miscellaneous	9

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

SC-1.01.A.3 Amend the first sentence of Paragraph 1.01.A.3. to read as follows

Application for Payment – The document prepared by Engineer to be reviewed by Contractor and Owner for progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

SC-1.01.A.51 Add the following new Paragraph after Paragraph 1.01.A.50:

51. Final Completion - The date as determined by the Owner and Engineer when no further portion of the Work remains to be done, including all paperwork such as but not limited to payroll forms if required, lien waivers, etc., and all work is acceptable under the Contract Documents. The ~~Owner and~~ Engineer shall then issue a Statement of Final Acceptance effective that date and Owner will issue final payment.

SC-1.01.A.52 - Add the following new Paragraph after Paragraph 1.01.A.51:

52. Agency - The Project is financed in part by the South Dakota Department of Agriculture and Natural Resources State Revolving Fund program.

SC-1.01.A.55 - Add the following new Paragraph after Paragraph 1.01.A.54:

55. Abnormal Weather Conditions – Conditions of extreme or unusual weather for a given region, elevation or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation or season should not be considered Abnormal Weather Conditions.

ARTICLE 2—PRELIMINARY MATTERS

2.02 Copies of Documents

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

- A. Owner shall furnish to Contractor up to five printed copies of the Contract Documents (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.03 *Reporting and Resolving Discrepancies*

SC-3.03 – Add a new paragraph immediately after Paragraph 3.03.B.1.b:

c. In resolving conflicts, errors or discrepancies within the Contract Documents, the various elements will be given precedence in the following order:

1. Agreement with Change Orders, Work Change Directives or Field Orders
2. Specific Project Requirements in the SRF Special Provisions
3. Supplementary Conditions
4. General Conditions
5. Specifications (Part 2)
6. Drawings

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

SC-4.01 – Delete the last sentence of Paragraph 4.01.A.

4.05 *Delays in Contractor’s Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

If “abnormal weather conditions” as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraph immediately after Paragraph 5.03.D:

- E. No tests or reports of subsurface conditions at or adjacent to the site are known to the Owner or Engineer.

5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraph immediately after Paragraph 5.06.A.3:

4. No tests or reports of hazardous environmental conditions at or adjacent to the site are known to the Owner or Engineer.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2018 edition).

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: The Engineer's consultants, the Engineer's officers, agents and employees.
- E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Employer's Liability	
Each accident	\$500,000
Each employee	\$500,000
Policy limit	\$500,000

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).

6. Any limitation or exclusion based on the nature of Contractor's work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

- J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

- K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. ~~If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or~~

~~excess policy must retain a minimum limit of \$ after accounting for partial attribution of its limits to underlying policies, as allowed above.~~

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Delete Paragraph 6.04.A of the General Conditions and insert: "Deleted".

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC 7.03 Add a new paragraph immediately after Paragraph 7.03.C:

- D. One (1) rain day shall be counted if the Contractor would be expected to work less than two (2) hours on the site. A one half (1/2) rain shall be granted when the Contractor would be expected to work between two (2) and six (6) hours on the project site. A rain day will not be granted if the Contractor would be expected to work six (6) hours or more. The Engineer will determine rain days. Dewatering after rain events when pumping and drying activities could be accomplished will not constitute additional rain days.

7.07 *Concerning Subcontractors and Suppliers*

SC 7.07 F Delete in its entirety Paragraph 7.07.F.

7.10 *Taxes*

SC 7.10 Add a new paragraph immediately after Paragraph 7.10.A:

- A. The project has been classified primarily as a municipal utility project and as such is subject to the Contractor's 2 percent Excise Tax on gross receipts according to SDCL 10-46A.

ARTICLE 8—OTHER WORK AT THE SITE

No suggested Supplementary Conditions in this Article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

No suggested Supplementary Conditions in this Article.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

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

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
 - 1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings

(but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

3. *Liaison*

- a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
- b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
- c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.

4. *Review of Work; Defective Work*

- a. Conduct on-site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
- b. Observe whether any Work in place appears to be defective.
- c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.

5. *Inspections and Tests*

- a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
- b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.

6. *Payment Requests:* Review Applications for Payment with Contractor.

7. *Completion*

- a. Participate in Engineer's visits regarding Substantial Completion.
- b. Assist in the preparation of a punch list of items to be completed or corrected.
- c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- d. Observe whether items on the final punch list have been completed or corrected.

D. The RPR will not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

No suggested Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

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

13.02 Allowances

SC 13.02 Delete Paragraph 13.02.C in its entirety and insert the following in its place:

[Deleted]

SC 13.03.E – Delete paragraph in its entirety and replace with SC 13.03.E.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the extended price of a particular item of Unit Price Work amounts to 1 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 50 percent from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly by 10 percent or more as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

4. If a change to the unit price is due, the change shall be accomplished by Change Order meeting Bid Law and Article 11.

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

No suggested Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 Progress Payments

SC-15.01 – Amend the second sentence of Paragraph 15.01.B.2. by striking out the following text:

“(a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other”

SC-15.01 – Add the following language at the end of Paragraph 15.01.B.4:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage or invest the retainage for the benefit of the Contractor.

15.02 Contractor’s Warranty of Title

SC-15.02 – Amend Paragraph 15.02.A. by striking out the following text: “no later than 7 days after the time of payment by Owner” and insert “no later than the time of payment by Owner.”

15.03 Substantial Completion

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

No suggested Supplementary Conditions in this Article.

ARTICLE 18—MISCELLANEOUS

No suggested Supplementary Conditions in this Article.

SECTION 00810

WAGE RATE DETERMINATION

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"General Decision Number: SD20260001 01/30/2026

State: South Dakota

Construction Types: Heavy and Highway

Counties: South Dakota Statewide.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/30/2026

SASD2025-001 12/12/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 35.43	8.69
IRONWORKER		
Group 1.....	\$ 26.93	0.00
Group 2.....	\$ 28.97	0.00
Group 1: Position and secure steel bars or mesh in concrete for reinforcement, steel tyers, saw. Carrying, placing, tying, reinforcing steel under supervision, cutting. Placing steel or prefabricated reinforcement assembly for placement in concrete forms.		
Group 2: Erect, place and join steel girders, columns, structural framework, air wrenches, spud bars, grinders, drills, sledgehammers, tag lines, plumb bobs, lasers, levels, bolts, wire, welds, shears, rod-bending machines, torches.		
LABORER		
Group 1.....	\$ 26.93	0.00
Group 2.....	\$ 26.96	0.00
Group 3.....	\$ 28.97	0.00
Group 5.....	\$ 31.94	0.00
Group 6.....	\$ 29.81	0.00
Group 1: Air Tool Operator; Common Laborer; Landscape Worker, Flagger, Pilot Car Driver; Trucks under 26,000 GVW; Materials Checker; Special Surface Finish Applicator.		
Group2: Mechanic Tender; Pipe Layer (except culvert); Form Builder Tender.		
Group 3: Asphalt Plant Tender; Pile Driver Leadsman; Form Setter, Oiler/Greaser.		
Group 5: Carpenter; Form Builder		
Group 6: Concrete Finsher; Grade Checker		
PAINTER		
Group 1.....	\$ 26.96	0.00
Group 2.....	\$ 29.81	0.00

Group 1: Line striping machine, paint trucks, epoxy trucks, thermoplastic trucks, cold applied plastic/and preformed thermoplastic pavement marking equipment. Operate pavement marking equipment to include epoxies, paints, primers, sealers, cold applied tapes, thermoplastics used for traffic marking purposes.

Group 2: Painting or protective coating bridges, apply varnish, antirust materials, prepare steel or other surfaces with primer or sandblasting, paints structural framework of bridges, guardrails and cables of bridges and other structures.

POWER EQUIPMENT OPERATOR:

Group 1.....	\$ 30.16	0.00
Group 2.....	\$ 31.73	0.00
Group 3.....	\$ 31.56	0.00
Group 4.....	\$ 32.49	0.00
Group 5.....	\$ 34.96	8.36

Group 1: Tractor (farm type with attachments, including loaders but excluding Backhoe); Self Propelled Broom; Concrete Routing Machine; Paver Feeder; Pugmill; Skid Steer

Group 2: Concrete Paving Cure Machine; Concrete Paving Joint Sealer; Bull-Dozer 80 HP/less; Front End Loader 1.25 CY/less; Self-Propelled Roller (except Hot Mix); Sheepsfoot/Pneumatic Roller; Pneumatic Tired Tractor or Crawler (includes Water Wagon and Power Spray Units); Wagon Drill (Air Trac ? Trac Drill); Truck Type Auger; Concrete Paving Saw; Concrete Grooving

Group 3: Asphalt Distributor; Bulldozer over 80 HP; Backhoes/Excavators 20 tons or less; Crusher (may include internal screening plant); Front End Loader over 1.25 CY; Rough Motor Grader; Self Propelled Hot Mix Roller; Push or Pull Tractor; Off-Highway Haul Trucks; Material Spreader or Placer; Rumble Strip Machine; Pavement Marking Grinding Equipment

Group 4: Concrete Paving Finishing Machine; Asphalt Paving Machine Screed; Asphalt Paving Machine; Cranes/Derricks/Draglines/Pile Drivers/Shovels - 30 to 50 tons; Backhoes/Excavators - 21 to 40 tons; Maintenance Mechanic; Scrapers (wheels or tracks); Concrete Pump Truck

Group 5: Asphalt Plant; Concrete Batch Plant; Backhoes/Excavators over 40 Tons; Cranes/Derricks/Draglines/Pile Drivers/Shovels over 50 tons; Heavy Duty Mechanic; Finish Motor Grader; Automatic Fine Grader; Milling Machine; Bridge Welder

TRUCK DRIVER

Group 1.....	\$ 30.01	0.00
Group 2.....	\$ 32.07	8.42

Group 1: Tandem Truck without trailer or pup; Single Axle Truck over 26,000 GVW with or without Trailer

Group 2: Semi-Tractor and Trailer; Tandem Truck with Pup or Trailer

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a

supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey

is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the

decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

SECTION 00825

SRF SPECIAL PROJECT REQUIREMENTS

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STATE REVOLVING FUND (SRF)

GENERAL CONDITIONS

with

DAVIS-BACON

&

American Iron and Steel Provisions

South Dakota
Department of Agriculture
and Natural Resources

These provisions must be included in the specifications for all Clean Water SRF
and Drinking Water SRF projects.

November 2024

Table of Contents

Guidance for Utilization of Disadvantaged Business Enterprises	DBE – 1
DBE Subcontractor Solicitation Information Form	DBE – 6
DBE Subcontractor Participation Form (Form 6100-2)	DBE – 7
DBE Subcontractor Performance Form (Form 6100-3)	DBE – 8
DBE Subcontractor Utilization Form (Form 6100-4)	DBE – 9
Equal Employment Opportunity and Affirmative Action Requirements	EEO – 1
DOL Notification Form	EEO – 7
Certification Regarding Debarment, Suspension and Other Responsibility Matters	Debar – 1
Prohibition Against Listed Violated Facilities	PALVF – 1
Williams-Steiger Occupational Safety and Health Act of 1970	OSHA – 1
Discovery of Archaeological and Other Historical Items	Archaeol – 1
Davis-Bacon and Related Acts	DB - 1
American Iron and Steel	AIS-1
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	PCTVSE - 1

GUIDANCE FOR UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS OF 40 CFR §33.

A. REQUIREMENTS

1. The recipient and prime contractor will exercise good faith efforts to attract and utilize small, minority, and women's business enterprises primarily through outreach, recruitment, and race/gender neutral activities; at a minimum, fulfillment of the six affirmative steps set forth below:
 - a. Including disadvantaged businesses on solicitation lists;
 - b. Assuring that disadvantaged businesses are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by disadvantaged businesses;
 - d. Establishing delivery schedules, when the requirements of the work permit, which will encourage participation by disadvantaged businesses;
 - e. Using the services of the Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce, as appropriate; and
 - f. Require a. through e. to be taken if subcontracts are awarded.

B. FAIR SHARE OBJECTIVE

1. The fair share objective for this project is 1.5 % MBE's and 2.4 % WBE's.

C. DEFINITIONS

1. Disadvantaged Business Enterprise (DBE) is a business concern which meets the qualifications of a Minority Business Enterprise (MBE), Women's Business Enterprise (WBE), Small Business (SBE), or Small Business in a Rural Area (SBRA).
2. Minority Business Enterprise (MBE) is a business concern which is:
 - a. Certified as socially and economically disadvantaged by the Small Business Administration;
 - (1) Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities.
 - (2) Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system is impaired due to diminished capital and credit opportunities, as compared to others in the same business area who are not socially disadvantaged. In determining the degree of diminished credit and capital opportunities, the Small Business Administration shall consider, but not be limited to, the assets and net worth of such socially disadvantaged individuals. Individuals who certify that they are members of named groups (Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans), are to be considered socially and economically disadvantaged. Economically and socially disadvantaged individuals are deemed to include women.
 - b. Certified as a minority business enterprise by a State or Federal agency; and

- c. An independent business concern which is at least 51 percent owned and controlled by minority group member(s).

- (1) A minority group member is an individual who is a citizen of the United States and one of the following:

- (a) Black American;
- (b) Hispanic American (with origins from Puerto Rico, Mexico, Cuba, South or Central America)
- (c) Native American (American Indian, Eskimo, Aleut, native Hawaiian); or
- (d) Asian-Pacific American (with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan or the Indian subcontinent).

- (2) In order to satisfy this third criteria of the MBE definition, the minority ownership's interest must be real, substantial and continuing. Such interest is characterized by:

- (a) Risk of loss/share of profit commensurate with the proportional ownership; and
- (b) Receipt of the customary incidents of ownership, such as compensation (i.e., salary and other personnel compensation).

- (3) A minority owner must have and exercise control of the business decisions. Characteristics of control include, but are not limited to:

- (a) Authority to sign bids and contracts;
- (b) Decisions in price negotiations;
- (c) Incurring liabilities for the firm;
- (d) Final staffing decisions;
- (e) Policy-making; and
- (f) General company management decisions.

- (4) Only those firms performing a useful business function according to custom and practice in the industry, are qualified as MBEs. Acting merely as a passive conduit of funds to some other firm where such activity is unnecessary to accomplish the project does not constitute a "useful business function according to custom and practice in the industry." The purpose of this approach is to discourage the use of MBE "fronts" and limit the creation of an artificial supplier and broker marketplace.

3. Women's Business Enterprise (WBE) is a business which is certified as such by a State or Federal agency, or which meets the following definition:

"A women's business enterprise is an independent business concern which is at least 51 percent owned by a woman or women, who also control and operate it. Determination of whether a business is at least 51 percent owned by a woman or otherwise qualified WBE which is 51 percent owned by a married woman in a community property State will not be disqualified because her husband has a 50 percent interest in her share. Similarly, a business which is 51 percent owned by a married man and 49 percent owned by an

unmarried woman will not become a qualified WBE by virtue of his wife's 50 percent interest in his share of the business."

As in the case of a MBE, only United States citizens will be deemed to be WBEs. Similar to the MBE criteria, WBE should meet the criteria cited in subparagraphs B.1.c.(2), (3), and (4).

4. Fair Share or Fair Share Objective A fair share or a fair share objective is an amount of funds reasonably commensurate with the total project funding and the availability of qualified MBEs and WBEs, taking into account experience on EPA-funded projects and other comparable projects in the area. A fair share objective does not constitute an absolute requirement, but a commitment on the part of the bidder to exercise good faith efforts as defined in this section to use MBEs and WBEs to achieve the fair share objective.
5. Small Business (SBE) Any business entity, including its affiliates, that is independently owned and operated, and not dominant in its field of operations in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards set forth in 13 CFR Part 121.
6. Small Business in a Rural Area A small business in a rural area (SBRA) is a business entity meeting the definition of a small business, and is located and conducts its principal operations in a geographical area (county) listed in the Small Business Administration's Listing of Non-Metropolitan Counties by State.
7. Recipient A party receiving SRF financial assistance.
8. Project The scope of work for which an SRF loan is awarded.
9. Bidder A party seeking to obtain a contract with a recipient through a competitive, advertised, sealed bid process.
10. Offeror A party seeking to obtain a contract with a recipient through a negotiative procurement process.
11. Prime Contractor A party that has obtained a contract with a recipient through a competitive, advertised, sealed bid process.
12. Good Faith Efforts Good faith efforts by a recipient, prime contractor, and/or bidder/offeree means efforts to attract and utilize DBEs primarily through outreach, recruitment, and race/gender neutral activities. The following are examples of activities to assist recipients, prime contractors and/or bidders/offerees to comply with good faith efforts.
 - a. Include qualified DBEs on solicitation lists.
 - (1) Maintain and update a listing of qualified DBEs that can be solicited for supplies, construction and/or services.
 - (2) Provide listings to all interested parties who requested copies of the bidding or proposing documents.
 - (3) Contact appropriate sources within your geographic area and State to identify qualified DBEs for placement on your minority and women's business listings.
 - (4) Utilize other DBE listings such as those of the State's Minority Business Office, the Small Business Administration, Minority Business Development Agency, US EPA- Office of Small Business Programs and the Department of Transportation.
 - (5) Have the State environmental agency personnel review this solicitation list.

b. Assure that DBEs are solicited.

- (1) Conduct meetings, conferences, and follow-ups with DBEs, small, minority and/or women's business associations, minority media, etc., to inform these groups of opportunities to provide supplies, services, and construction.
- (2) MBE Utilization is facilitated if the recipient or prime contractor advertises through the minority media. Such advertisements may include, but are not limited to, contracting and subcontracting opportunities, hiring and employment, or any other matter related to the project.
- (3) Conduct pre-bid, pre-solicitation, and post-award conferences to ensure that consultants, suppliers, and builders solicit DBEs.
- (4) Provide bidders and offerors with listings of qualified DBEs and establish that a fair share of contracts/procurements should be awarded to these groups.
- (5) Advertise in general circulation, trade publications, State agency publications of identified source, disadvantaged business focused media, etc., concerning contracting opportunities on your projects. Maintain a list of disadvantaged business-focused publications that may be utilized to solicit MBEs or WBEs.
- (6) Provide interested DBEs with adequate information about plans, specifications, timing and other requirements of the proposed projects.
- (7) Provide DBE trade organizations with succinct summaries of solicitations.
- (8) Notify DBEs of future procurement opportunities so that they may establish bidding solicitations and procurement plans.

c. Divide total requirements when economically feasible, into small tasks or quantities to permit maximum participation of DBEs.

- (1) Perform an analysis to identify portions of work that can be divided and performed by qualified DBEs.
- (2) Scrutinize the elements of the total project to develop economically feasible units of work that are within the bonding range of DBEs.
- (3) Analyze bid packages for compliance with the good faith efforts to afford DBEs maximum participation.

d. Establish delivery schedules, where requirements of the work permit, which will encourage participation by DBEs.

- (1) Consider lead times and scheduling requirements often needed by DBE participation.
- (2) Develop realistic delivery schedules which may provide for greater DBE participation.

e. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the US Department of Commerce, as appropriate.

- (1) Use the services of outreach programs sponsored by the Minority Business Development Agency and/or the Small Business Administration to recruit bona fide firms for placement on DBEs' bidders lists to assist these firms in the development of bid packaging.

- (2) Seek out Minority Business Development Centers (MBDCs) to assist recipients and prime contractors in identifying MBEs for potential work opportunities on this project.

D. ADDITIONAL CONTRACT PROVISIONS

1. The prime contractor must pay its subcontractors for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.
2. The prime contractor must notify the owner in writing prior to any termination of a DBE subcontractor for convenience.
3. If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must employ the good faith efforts if soliciting a replacement subcontractor, even if the fair share objectives have already been achieved.
4. Each procurement contract signed by an EPA financial recipient, including those for an identified loan under an EPA financial assistance agreement capitalizing a revolving loan fund, must include the following term and condition:

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

E. REPORTING

1. Bidders/offerors shall demonstrate compliance with good faith efforts in order to be deemed responsible. To demonstrate compliance, the "DBE Subcontractor Solicitation Sheet" (pg. DBE - 6) shall be submitted as part of its bid or proposal package. Information shall be included for each DBE subcontractor contacted by the bidder/offeror, not just those used to meet the fair share objective.
2. The prime contractor must distribute DBE Program Subcontractor Participation Form (Form 6100-2) to all of its DBE subcontractors. The subcontractors can submit completed forms to the South Dakota Department of Agriculture and Natural Resources, Water Resources Assistance Program.
3. The prime contractor must have its DBE subcontractors complete DBE Program Subcontractor Performance Form (Form 6100-3) and should include completed forms in its bid or proposal package.
4. The prime contractor must complete DBE Program Subcontractor Utilization Form (Form 6100-4) which should be submitted as part of its bid or proposal package.
5. Form 6100-3 and Form 6100-4 must be submitted by the apparent low-bidder within ten calendar days of the bid opening. Failure to submit this information will be viewed as a non-responsive bid.

DBE SUBCONTRACTOR SOLICITATION INFORMATION

PROJECT NAME:

Subcontractor Name and Telephone Number	MBE or WBE	Description of Work Offered	Date of Phone Follow-up & Person Contacted	Amount of Bid or Reason for not Quoting	Bid Accepted or Rejected? Include Reason for Rejection

This information is true and correct to the best of my knowledge

Contractor Name, Address and Telephone Number

This form shall be submitted as part of the contractor's bid.

Signature

Title

Date

Disadvantaged Business Enterprise
Program DBE Subcontractor
Participation Form

NAME OF SUBCONTRACTOR¹	PROJECT NAME
ADDRESS	CONTRACT NO.
TELEPHONE NO.	EMAIL ADDRESS
PRIME CONTRACTOR NAME	

Please use the space below to report any concerns regarding the above SRF-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR
Subcontractor Signature Title/Date		

¹Subcontractor is defined as a company, firm, Joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an SRF award of financial assistance.

FORM 6100-2 (DBE Subcontractor Participation Form)

**Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form**

NAME OF SUBCONTRACTOR¹		PROJECT NAME	
ADDRESS		BID/PROPOSAL NO.	
TELEPHONE NO.		E-MAIL ADDRESS	
PRIME CONTRACTOR NAME			
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR	
Currently certified as an MBE or WBE under EPA's DBE Program? ☐ Yes ☐ No			
_____ Signature of Prime Contractor		_____ Date	
_____ Print Name		_____ Title	
_____ Signature of Subcontractor		_____ Date	
_____ Print Name		_____ Title	

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an SRF award of financial assistance.

FORM 6100-3 (DBE Subcontractor Performance Form)

**Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form**

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

The following subcontractors will be used on this project :			
COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT	TYPE OF FIRM? (Print MBE, WBE or None below)
I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c)			
Signature of Prime Contractor		Date	
Print Name		Title	

'Subcontractor is defined as a company firm, joint venture, or individual who enters into an agreement with a contractor to provide service, pursuant to an SRF award of financial assistance.

FORM 6 100-4 (DBE Subcontractor Utilization Form)

**EQUAL EMPLOYMENT OPPORTUNITY and AFFIRMATIVE ACTION REQUIREMENTS on
FEDERALLY ASSISTED CONSTRUCTION CONTRACTS**

**Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
(Executive Order 11246)**

1. The Offer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area as follows:

Goals for minority participation in each trade - 0.8

(See Appendix A for goals by county)

Goals for female participation in each trade - 6.9%

As used in this notice, and in the contract resulting from this solicitation, the "covered area" is
Jerauld County.

These goals are applicable to all the contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number for the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed. A form is provided on page EEO - 7 that the contractor may use for this purpose.

This notice shall be included in, and shall be a part of, all solicitations for offers and bids on all federal and federally assisted construction contracts or subcontracts.

EQUAL OPPORTUNITY CLAUSES

The Equal Opportunity Clause published at 41 CFR Part 60-1.4(b) is required to be included in, and is part of, all nonexempt federally assisted construction contracts and subcontracts. The Equal Opportunity Clause shall be considered to be a part of every contract and subcontract required by the regulations in this part to include such a clause, whether or not it is physically incorporated in such contracts.

In addition to the clauses described above, all federal contracting officers, all applicants, and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive Order.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

- a. "Covered Area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the employer's quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area, (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs (7)(a) through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under (7)(b) above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7)(a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be

asserted as fulfilling any one or more of its obligations under (7)(a) through (p) of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive order if a specific minority group of women is under-utilized).

10. The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (7) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

APPENDIX A

GOALS FOR MINORITY PARTICIPATION ON EACH TRADE

Counties	Goal
Aurora, Beadle, Brookings, Brule, Charles Mix, Davison, Douglas, Gregory, Hand, Hanson, Hutchinson, Jerauld, Kingsbury, Lake, Lincoln (excluding Sioux Falls), McCook, Miner, Moody, Sanborn, Turner	0.8
Bon Homme, Clay, Minnehaha (including all of Sioux Falls), Union, Yankton	1.2
Brown, Clark, Codington, Day, Deuel, Edmunds, Faulk, Grant, Hamlin, McPherson, Marshall, Roberts, Spink	1.3
Meade, Pennington	3.4
Bennett, Buffalo, Butte, Campbell, Corson, Custer, Dewey, Fall River, Haakon, Harding, Hughes, Hyde, Jackson, Jones, Lawrence, Lyman, Mellette, Perkins, Potter, Shannon, Stanley, Sully, Todd, Tripp, Walworth, Ziebach	7.9

CONTRACTOR'S NAME, ADDRESS & TELEPHONE NUMBER

Contractor Employer ID Number:

Return to:

Joan Ford, Regional Director
US Department of Labor
Federal Building, Room 840
525 South Griffin St.
Dallas, TX 75202

CONTRACT INFORMATION

PROJECT AND LOCATION:				
Dollar Amount of Contract	Estimated Start Date	Estimated Completion Date	Contract No.	Geographical Area (County, State)

NOTIFICATION OF SUBCONTRACTS AWARDED (>\$10,000)

Subcontractor's Name Address, and Phone Number	Employer ID Number of Subcontractor	Estimated \$ Amount of Subcontract	Estimated Start Date	Estimated Completion Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. INSTRUCTIONS

Under Executive Order 12549, an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a sub-agreement thereunder for \$25,000 or more. The status of prospective individuals or organizations can be checked at:

<http://epls.arnet.gov/>

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or sub-agreement participant thereunder must complete the attached certification or provide an explanation why they cannot complete the certification. For further details, see 40 CFR 32.510, Participants Responsibilities.

B. WHERE TO SUBMIT

A prospective prime contractor must submit a completed certification or explanation to the project owner for the project. Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

C. HOW TO OBTAIN FORMS

This form may be reproduced as necessary. If needed, additional forms may be obtained from the Department of Agriculture and Natural Resources.

United States Environmental Protection Agency
Washington, DC 20460

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

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

PROHIBITION AGAINST LISTED VIOLATED FACILITIES

A. REQUIREMENTS

- (1) To comply with all the requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Pub. L. 92-604) and section 308 of the Clean Water Act (33 U.S.C. 1251, as amended), respectively, which relate to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- (2) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency list of violating facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from the listing.
- (3) That the best efforts to comply with clean air and clean water standards at the facilities in which the contract is being performed.
- (4) To insert the substance of the provisions of this clause, including this paragraph (4), in any nonexempt subcontract.

B. DEFINITIONS

- (1) Air Act means the Clean Air Act, as amended (42 U.S.C. 1857 et seq.).
- (2) Water Act means the Clean Water Act, as amended (33 U.S.C. 1251 et seq.).
- (3) Clean Air Standards means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110 (d) of the Air Act (42 U.S.C. 1857c-5(d)), an approved implementation procedure or plan under section 111 (c) or section 111(d), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- (4) Clean Water Standards means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of Water Act (33 U.S.C. 1317).
- (5) Compliance means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency in accordance with the requirements of the Air Act or Water Act and regulations.
- (6) Facility means any building, plant, installation, structure, mine, vessel, or other floating craft, location, or site of operations, owned, leased, or supervised by a contractor or subcontractor, to be used in the performance of a contract or subcontract. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are located in one geographical area.

WILLIAMS-STEIGER OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A. AUTHORITY

- (1) The contractor is subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.
- (2) These construction documents and the joint and several phases of construction hereby contemplated are to be governed, at all times, by applicable provisions of the Federal law(s) , including but not limited to the latest amendment of the following:
 - a. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 94-596;
 - b. Part 1910 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations;
 - c. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

B. SAFETY AND HEALTH PROGRAM REQUIREMENTS

- (1) This project, its prime contractor and its subcontractors, shall at all times be governed by Chapter XVII of Title 29, Code of Federal Regulations, Part 1926 - Safety and Health Regulations for Construction (29 CFR 22801), as amended to date.
- (2) To implement the program and to provide safe and healthful working conditions for all persons, general project safety meetings will be conducted at the site at least once each month during the course of construction, by the construction superintendent or his/her designated safety officer. Notice of such meeting shall be issued not less than three (3) days prior, stating the exact time, location, and agenda to be included. Attendance by the owner, architect, general foreman, shop steward(s), and trades, or their designated representatives, witnessed in writing as such, shall be mandatory.
- (3) To further implement the program, each trade shall conduct a short gang meeting, not less than once a week, to review project safety requirements mandatory for all persons during the coming week. The gang foreman shall report the agenda and specific items covered to the project superintendent, who shall incorporate these items in his/her daily log or report.
- (4) The prime contractor and all subcontractors shall immediately report all accidents, injuries, or health hazards to the owner and architect, or their designated representatives, in writing. This shall not obviate any mandatory reporting under the provisions of the Occupational Safety and Health Act of 1970.
- (5) This program shall become a part of the contract documents and the contract between the owner and prime contractor, prime contractor and all subcontractors, as though fully written therein.

DISCOVERY OF ARCHAEOLOGICAL AND OTHER HISTORICAL ITEMS

In the event of an archaeological find during any phase of construction, the following procedure will be followed:

- (1) Construction shall be halted, with as little disruption to the archaeological site as possible.
- (2) The Contractor shall notify the Owner who shall contact the State Historical Preservation Officer.
- (3) The State Historical Preservation Officer may decide to have an archaeologist inspect the site and make recommendations about the steps needed to protect the site, before construction is resumed.
- (4) The entire event should be handled as expediently as possible in order to hold the loss in construction time to a minimum while still protecting archaeological finds.

A similar procedure should be followed with regard to more recent historical resources. Should any artifacts, housing sites, etc., be uncovered, the same procedure should be followed as for an archaeological find.

In the event archaeological/historical data are evaluated to meet National Register criteria, the Advisory Council on Historic Preservation may be notified and asked to comment by the South Dakota Department of Agriculture and Natural Resources.

DAVIS-BACON AND RELATED ACTS

LABOR STANDARDS

Contractors performing work on construction projects which have been provided assistance through the State Revolving Fund must fulfill the requirements of the Labor Standards Provisions for federally assisted construction contracts. These standards are located at the end of this section.

WEEKLY CONTRACTOR PAYROLLS

Each week as work progresses, the contractor must submit to the Owner a copy of all weekly payrolls and required attachments stipulated therein. Sample suggested payrolls may be obtained from the Owner upon request. All weekly payrolls shall contain or have attached the following:

1. Name of each employee and the last four digits of the social security number.
2. Classification of employees (same as shown on wage determination).
3. Rate of pay not less than that shown on the wage determination.
4. Hours worked each day and total for each week for each employee.
5. All deductions made.
6. Net amount paid to employee.
7. The following certification:

"I certify that the payroll is correct and complete, that the wage rates contained therein are not less than the applicable rates contained in the Wage Determination decision of the Secretary of Labor and that the classification set forth for each laborer or mechanic conform with the work he performs."

(Signature)

(Title)

COMPLIANCE WITH THE COPELAND (ANTI-KICKBACK) ACT

The following anti-kickback statement must be submitted with each set of weekly payrolls:

"I, (name of signatory party), (title), do hereby state: That I pay or supervise the payment of the persons employed by (contractor or subcontractor) on the (work or building); that during the payroll period commencing on the _____ day of _____, 20____, and ending the _____ day of _____, 20____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly from the full weekly wages earned by any person, other than permissible deductions, as defined in Regulations, Part 3 (CFR Part 3) issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948; 63 Stat. 108; 72 Stat. 967; and 40 U.S.C. 276c), and described below: (Paragraph describing deductions, if any)"

(Signature)

(Title)

All prime contractors shall include the wage determination and all the labor standards provisions in all subcontracts as herein specified.

The Contractor shall make employment records available for inspection by authorized representatives of the State of South Dakota and the Department of Labor, and will permit employees to be interviewed during working hours by these representatives. Payroll records will be maintained during the course of the work by the Prime Contractor, including a copy of the payroll of each Subcontractor and they shall be preserved for a period of three years thereafter.

Each monthly engineering estimate must be accompanied by the following certificate executed by each Prime Contractor employing mechanics and laborers at the site on work in which the Federal government is to participate:

Principal Contractor _____

Project Name _____

Project No. _____

I, _____, as official representative of the above named principal contractor do hereby certify as follows:

- ☐ All Labor Standards Requirements have been fulfilled by principal contractor and all subcontractors under this contract; or
- ☐ There is an honest dispute regarding the required provisions.

Explanation: _____

(Signature)

(Title)

In the event of a violation of the Labor Standards provisions of the contract by the Prime Contractor or any Subcontractor, the owner may, after notice to the Contractor, suspend further payments or proceed to terminate the contract as provided in the Labor Standards section of the Contract.

FEDERAL LABOR STANDARDS PROVISIONS

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A.1 Minimum Wages

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act(29CFR Part 3), the full amount of wages and bona fide fringe benefits(or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii)(a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. EPA shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

The work to be performed by the classification requested is not performed by a classification in the wage determination; and

- (2) The classification is utilized in the area by the construction industry; and

- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and EPA or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by EPA or its designee to the Administrator of the Wage and Hour Division, Employment standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise EPA or its designee or will notify EPA or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and EPA or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), EPA or its designee shall refer the questions, including the views of all interested parties and the recommendation of EPA or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise EPA or its designee or will notify EPA or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control Number 1215-0140.)
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding.

EPA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the

event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, EPA or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. EPA or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. Payrolls and basic records

(i) Basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents there of the types described in Section 1(b)(2)B of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Certified weekly payrolls shall contain the name and last four digits of the social security number. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(b) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB control Numbers 1215-0140 and 1215-0017.)

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to EPA or its designee if the agency is a party to the contract, but if the agency is not such party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to EPA or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.59(a)(3)(i) and that such information is correct and complete;

That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3.

That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of compliance" required by paragraph A.3(ii)(b) of this section.
- (d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph A.3(i) of this section available for inspection, copying, or transcription by authorized representatives of EPA or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, EPA or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. **Apprentices and trainees.**

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program

for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevail for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal and employment opportunity requirements of executive order 11246, as amended, and 29 CFR Part 30.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.
6. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5 (a)(1) through (10) and such other clauses as EPA or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.
7. **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and EPA or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of Eligibility**

- (i). By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to 24 CFR Part 24.
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to 24 CFR Part 24.
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years or both."

11. **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

- B. **Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek, whichever is greater.

Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic

including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

Withholding for unpaid wages and liquidated damages. EPA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. **Health and Safety**

No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).

The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Administrator of Agriculture and Natural Resources or the Secretary of Labor shall direct as a means of enforcing such provisions.



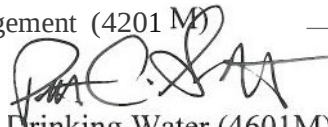
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

MARCH 20 2014

OFFICE OF WATER

MEMORANDUM

SUBJECT: Implementation of American Iron and Steel provisions of P.L. 113-76, Consolidated Appropriations Act, 2014

FROM: (Andrew D. Sawyers, Director
Office of Wastewater Management (4201 M) _____
Peter C. Grevatt, Director 
Office of Ground Water and Drinking Water (4601M)

TO: Water Management Division Directors
Regions I- X

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel (AIS)" requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Federal Fiscal Year 2014.

Section 436 also sets forth certain circumstances under which EPA may waive the AIS requirement. Furthermore, the Act specifically exempts projects where engineering plans and specifications were approved by a State agency prior to January 17, 2014.

The approach described below explains how EPA will implement the AIS requirement. The first section is in the form of questions and answers that address the types of projects that must comply with the AIS requirement, the types of products covered by the AIS requirement, and compliance. The second section is a step-by-step process for requesting waivers and the circumstances under which waivers may be granted.

Implementation

The Act states:

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out

the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

The following questions and answers provide guidance for implementing and complying with the AIS requirements:

Project Coverage

1) What classes of projects are covered by the AIS requirement?

All treatment works projects funded by a CWSRF assistance agreement, and all public water system projects funded by a DWSRF assistance agreement, from the date of enactment through the end of Federal Fiscal Year 2014, are covered. The AIS requirements apply to the entirety of the project, no matter when construction begins or ends. Additionally, the AIS requirements apply to all parts of the project, no matter the source of funding.

2) Does the AIS requirement apply to nonpoint source projects or national estuary projects?

No. Congress did not include an AIS requirement for nonpoint source and national estuary projects unless the project can also be classified as a 'treatment works' as defined by section 212 of the Clean Water Act.

3) Are any projects for the construction, alteration, maintenance, or repair of a public water system or treatment works excluded from the AIS requirement?

Any project, whether a treatment works project or a public water system project, for which engineering plans and specifications were approved by the responsible state agency prior to January 17, 2014, is excluded from the AIS requirements.

4) What if the project does not have approved engineering plans and specifications but has signed an assistance agreement with a CWSRF or DWSRF program prior to January 17, 2014?

The AIS requirements do not apply to any project for which an assistance agreement was signed prior to January 17, 2014.

5) What if the project does not have approved engineering plans and specifications, but bids were advertised prior to January 17, 2014 and an assistance agreement was signed after January 17, 2014?

If the project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the approval date for purposes of the exemption in section 436(f).

6) What if the assistance agreement that was signed prior to January 17, 2014, only funded a part of the overall project, where the remainder of the project will be funded later with another SRF loan?

If the original assistance agreement funded any construction of the project, the date of the original assistance agreement counts for purposes of the exemption. If the original assistance agreement was only for planning and design, the date of that assistance agreement will count for purposes of the exemption only if there is a written commitment or expectation on the part of the assistance recipient to fund the remainder of the project with SRF funds.

7) What if the assistance agreement that was signed prior to January 17, 2014, funded the first phase of a multi-phase project, where the remaining phases will be funded by SRF assistance in the future?

In such a case, the phases of the project will be considered a single project if all construction necessary to complete the building or work, regardless of the number of contracts or assistance agreements involved, are closely related in purpose, time and place. However, there are many situations in which major construction activities are clearly undertaken in phases that are distinct in purpose, time, or place. In the case of distinct phases, projects with engineering plans and specifications approval or assistance agreements signed prior to January 17, 2014 would be excluded from AIS requirements while those approved/signed on January 17, 2014, or later would be covered by the AIS requirements.

8) What if a project has split funding from a non-SRF source?

Many States intend to fund projects with “split” funding, from the SRF program and from State or other programs. Based on the Act language in section 436, which requires that American iron and steel products be used in any project for the construction, alteration, maintenance, or repair of a public water system or treatment works receiving SRF funding between and including January 17, 2014 and September 30, 2014, any project that is funded in whole or in part with such funds must comply with the AIS requirement. A “project” consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all contracts and assistance agreements awarded are closely related in purpose, time and place. This precludes the intentional splitting of SRF projects into separate and smaller contracts or assistance agreements to avoid AIS coverage on some portion of a

larger project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which case, separate contracts or assistance agreement for SRF and State or other funding would carry separate requirements.

9) What about refinancing?

If a project began construction, financed from a non-SRF source, prior to January 17, 2014, but is refinanced through an SRF assistance agreement executed on or after January 17, 2014 and prior to October 1, 2014, AIS requirements will apply to all construction that occurs on or after January 17, 2014, through completion of construction, unless, as is likely, engineering plans and specifications were approved by a responsible state agency prior to January 17, 2014. There is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to January 17, 2014.

10) Do the AIS requirements apply to any other EPA programs, besides the SRF program, such as the Tribal Set-aside grants or grants to the Territories and DC?

No, the AIS requirement only applies to funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12)

Covered Iron and Steel Products

11) What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

- Lined or unlined pipes or fittings;
- Manhole Covers;
- Municipal Castings (defined in more detail below);
- Hydrants;
- Tanks;
- Flanges;
- Pipe clamps and restraints;
- Valves;
- Structural steel (defined in more detail below);
- Reinforced precast concrete; and
- Construction materials (defined in more detail below).

12) What does the term ‘primarily iron or steel’ mean?

‘Primarily iron or steel’ places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.

13) Can you provide an example of how to perform a cost determination?

For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem, coupling, valve, seals, etc). However, the assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

14) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product be produced in the US?

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

15) What is the definition of steel?

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

16) What does ‘produced in the United States’ mean?

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the

material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

17) Are the raw materials used in the production of iron or steel required to come from US sources?

No. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

18) If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?

No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

19) What is the definition of ‘municipal castings’?

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

- Access Hatches;
- Ballast Screen;
- Benchers (Iron or Steel);
- Bollards;
- Cast Bases;
- Cast Iron Hinged Hatches, Square and Rectangular;
- Cast Iron Riser Rings;
- Catch Basin Inlet;
- Cleanout/Monument Boxes;
- Construction Covers and Frames;
- Curb and Corner Guards;
- Curb Openings;
- Detectable Warning Plates;
- Downspout Shoes (Boot, Inlet);
- Drainage Grates, Frames and Curb Inlets;
- Inlets;
- Junction Boxes;
- Lampposts;
- Manhole Covers, Rings and Frames, Risers;

Meter Boxes;
Service Boxes;
Steel Hinged Hatches, Square and Rectangular;
Steel Riser Rings;
Trash receptacles;
Tree Grates;
Tree Guards;
Trench Grates; and
Valve Boxes, Covers and Risers.

20) What is ‘structural steel’?

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zeeks. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

21) What is a ‘construction material’ for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

22) What is not considered a ‘construction material’ for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and

data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

23) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?

No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

24) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

Compliance

25) How should an assistance recipient document compliance with the AIS requirement?

In order to ensure compliance with the AIS requirement, specific AIS contract language must be included in each contract, starting with the assistance agreement, all the way down to the purchase agreements. Sample language for assistance agreements and contracts can be found in Appendix 3 and 4.

EPA recommends the use of a step certification process, similar to one used by the Federal Highway Administration. The step certification process is a method to ensure that producers adhere to the AIS requirement and assistance recipients can verify that products comply with the AIS requirement. The process also establishes accountability and better enables States to take enforcement actions against violators.

Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer,

processor, etc) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple. Typically, it includes the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. Attached, as Appendix 5, are sample certifications. These certifications should be collected and maintained by assistance recipients.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US. While this type of certification may be acceptable, it may not provide the same degree of assurance. Additional documentation may be needed if the certification is lacking important information. Step certification is the best practice.

26) How should a State ensure assistance recipients are complying with the AIS requirement?

In order to ensure compliance with the AIS requirement, States SRF programs must include specific AIS contract language in the assistance agreement. Sample language for assistance agreements can be found in Appendix 3.

States should also, as a best practice, conduct site visits of projects during construction and review documentation demonstrating proof of compliance which the assistance recipient has gathered.

27) What happens if a State or EPA finds a non-compliant iron and/or steel product permanently incorporated in the project?

If a potentially non-compliant product is identified, the State should notify the assistance recipient of the apparent unauthorized use of the non-domestic component, including a proposed corrective action, and should be given the opportunity to reply. If unauthorized use is confirmed, the State can take one or more of the following actions: request a waiver where appropriate; require the removal of the non-domestic item; or withhold payment for all or part of the project. Only EPA can issue waivers to authorize the use of a non-domestic item. EPA may use remedies available to it under the Clean Water Act, the Safe Drinking Water Act, and 40 CFR part 31 grant regulations, in the event of a violation of a grant term and condition.

It is recommended that the State work collaboratively with EPA to determine the appropriate corrective action, especially in cases where the State is the one who identifies the item in noncompliance or there is a disagreement with the assistance recipient.

If fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-

888-546-8740 or OIG_Hotline@epa.gov. More information can be found at this website: <http://www.epa.gov/oig/hotline.htm>.

28) How do international trade agreements affect the implementation of the AIS requirements?

The AIS provision applies in a manner consistent with United States obligations under international agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to such agreements. In general, SRF assistance recipients are not signatories to such agreements, so these agreements have no impact on this AIS provision. In the few instances where such an agreement applies to a municipality, that municipality is under the obligation to determine its applicability and requirements and document the actions taken to comply for the State.

Waiver Process

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow States, on behalf of the assistance recipients, to apply for waivers of the AIS requirement directly to EPA Headquarters. Only waiver requests received from states will be considered. Pursuant to the Act, EPA has the responsibility to make findings as to the issuance of waivers to the AIS requirements.

Definitions

The following terms are critical to the interpretation and implementation of the AIS requirements and apply to the process described in this memorandum:

Reasonably Available Quantity: The quantity of iron or steel products is available or will be available at the time needed and place needed, and in the proper form or specification as specified in the project plans and design.

Satisfactory Quality: The quality of iron or steel products, as specified in the project plans and designs.

Assistance Recipient: A borrower or grantee that receives funding from a State CWSRF or DWSRF program.

Step-By-Step Waiver Process

Application by Assistance Recipient

Each local entity that receives SRF water infrastructure financial assistance is required by section 436 of the Act to use American made iron and steel products in the construction of its project. However, the recipient may request a waiver. Until a waiver is granted by EPA, the AIS requirement stands, except as noted above with respect to municipalities covered by international agreements.

The waiver process begins with the SRF assistance recipient. In order to fulfill the AIS requirement, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American made iron and steel products. It is essential that the assistance recipient include the AIS terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 3 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three conditions is met:

1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;
2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Proper and sufficient documentation must be provided by the assistance recipient. A checklist detailing the types of information required for a waiver to be processed is attached as Appendix 1.

Additionally, it is strongly encouraged that assistance recipients hold pre-bid conferences with potential bidders. A pre-bid conference can help to identify iron and steel products needed to complete the project as described in the plans and specifications that may not be available from domestic sources. It may also identify the need to seek a waiver prior to bid, and can help inform the recipient on compliance options.

In order to apply for a project waiver, the assistance recipient should email the request in the form of a Word document (.doc) to the State SRF program. It is strongly recommended that the State designate a single person for all AIS communications. The State SRF designee will review the application for the waiver and determine whether the necessary information has been included. Once the waiver application is complete, the State designee will forward the application to either of two email addresses. For CWSRF waiver requests, please send the application to: cwsrfwaiver@epa.gov. For DWSRF waiver requests, please send the application to: dwsrfwaiver@epa.gov.

Evaluation by EPA

After receiving an application for waiver of the AIS requirements, EPA Headquarters will publish the request on its website for 15 days and receive informal comment. EPA Headquarters will then use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the State designee that a waiver request has been approved or denied as soon as such a decision has been made. Granting such a waiver is a three-step process:

1. Posting – After receiving an application for a waiver, EPA is required to publish the application and all material submitted with the application on EPA's website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: http://water.epa.gov/grants_funding/aisrequirement.cfm
2. Evaluation – After receiving an application for waiver of the AIS requirements, EPA Headquarters will use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.
3. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program, and post the signed waiver on our website. The assistance recipient should keep a copy of the signed waiver in its project files.

Public Interest Waivers

EPA has the authority to issue public interest waivers. Evaluation of a public interest waiver request may be more complicated than that of other waiver requests so they may take more time than other waiver requests for a decision to be made. An example of a public interest waiver that might be issued could be for a community that has standardized on a particular type or manufacturer of a valve because of its performance to meet their specifications. Switching to an alternative valve may require staff to be trained on the new equipment and additional spare parts would need to be purchased and stocked, existing valves may need to be unnecessarily replaced, and portions of the system may need to be redesigned. Therefore, requiring the community to install an alternative valve would be inconsistent with public interest.

EPA also has the authority to issue a public interest waiver that covers categories of products that might apply to all projects.

EPA reserves the right to issue national waivers that may apply to particular classes of assistance recipients, particular classes of projects, or particular categories of iron or steel products. EPA may develop national or (US geographic) regional categorical waivers through the identification of similar circumstances in the detailed justifications presented to EPA in a waiver request or requests. EPA may issue a national waiver based on policy decisions regarding the public's interest or a determination that a particular item is not produced domestically in reasonably available quantities or of a sufficient quality. In such cases, EPA may determine it is necessary to issue a national waiver.

If you have any questions concerning the contents of this memorandum, you may contact us, or have your staff contact Jordan Dorfman, Attorney-Advisor, State Revolving Fund Branch, Municipal Support Division, at dorfman.jordan@epa.gov or (202) 564-0614 or Kiri Anderer, Environmental Engineer, Infrastructure Branch, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Attachments

Appendix 1: Information Checklist for Waiver Request

The purpose of this checklist is to help ensure that all appropriate and necessary information is submitted to EPA. EPA recommends that States review this checklist carefully and provide all appropriate information to EPA. This checklist is for informational purposes only and does not need to be included as part of a waiver application.

Items	☐	No
General • Waiver request includes the following information: — Description of the foreign and domestic construction materials — Unit of measure — Quantity — Price — Time of delivery or availability — Location of the construction project — Name and address of the proposed supplier — A detailed justification for the use of foreign construction materials • Waiver request was submitted according to the instructions in the memorandum • Assistance recipient made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime contractor		
Cost Waiver Requests • Waiver request includes the following information: — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products — Relevant excerpts from the bid documents used by the contractors to complete the comparison — Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers		
Availability Waiver Requests • Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested: — Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials — Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers. — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials • Waiver request includes a statement from the prime contractor and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought • Has the State received other waiver requests for the materials described in this waiver request, for comparable projects?		

Appendix 2: HQ Review Checklist for Waiver Request

Instructions: To be completed by EPA. Review all waiver requests using the questions in the checklist, and mark the appropriate box as Yes, No or N/A. Marks that fall inside the shaded boxes may be grounds for denying the waiver. If none of your review markings fall into a shaded box, the waiver is eligible for approval if it indicates that one or more of the following conditions applies to the domestic product for which the waiver is sought:

1. The iron and/or steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
2. The inclusion of iron and/or steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Review Items	Yes	No	N/A	Comments
Cost Waiver Requests				
• Does the waiver request include the following information?				
— Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products				
— Relevant excerpts from the bid documents used by the contractors to complete the comparison				
— A sufficient number of bid documents or pricing information from domestic sources to constitute a reasonable survey of the market				
• Does the Total Domestic Project exceed the Total Foreign Project Cost by more than 25%?				
Availability Waiver Requests				
• Does the waiver request include supporting documentation sufficient to show the availability, quantity, and/or quality of the iron and/or steel product for which the waiver is requested?				
— Supplier information or other documentation indicating availability/delivery date for materials				
— Project schedule				
— Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of materials				
• Does supporting documentation provide sufficient evidence that the contractors made a reasonable effort to locate domestic suppliers of materials, such as a description of the process for identifying suppliers and a list of contacted suppliers?				
• Based on the materials delivery/availability date indicated in the supporting documentation, will the materials be unavailable when they are needed according to the project schedule? (By item, list schedule date and domestic delivery quote date or other relevant information)				
• Is EPA aware of any other evidence indicating the non-availability of the materials for which the waiver is requested?				
Examples include:				
— Multiple waiver requests for the materials described in this waiver request, for comparable projects in the same State				
— Multiple waiver requests for the materials described in this waiver request, for comparable projects in other States				
— Correspondence with construction trade associations indicating the non-availability of the materials				
• Are the available domestic materials indicated in the bid documents of inadequate quality compared those required by the project plans, specifications, and/or permits?				

Appendix 3: Example Loan Agreement Language

ALL ASSISTANCE AGREEMENT MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN SRF ASSISTANCE AGREEMENTS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE LAW:

Comply with all federal requirements applicable to the Loan (including those imposed by the 2014 Appropriations Act and related SRF Policy Guidelines) which the Participant understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States (“American Iron and Steel Requirement”) unless (i) the Participant has requested and obtained a waiver from the Agency pertaining to the Project or (ii) the Finance Authority has otherwise advised the Participant in writing that the American Iron and Steel Requirement is not applicable to the Project.

Comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.

Appendix 4: Sample Construction Contract Language

ALL CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN ALL CONTRACTS IN PROJECTS THAT USE SRF FUNDS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the City of _____ (“Purchaser”) and the _____ (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Appendix 5: Sample Certifications

The following information is provided as a sample letter of **step** certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company

Address City,

State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

AMERICAN IRON AND STEEL CERTIFICATION

1. Identification of American-made Iron and Steel: Consistent with the terms of the Borrower's bid solicitation and the provisions of the Consolidated Appropriations Act of 2014 ("Omnibus Spending Bill"), Section 436, the Bidder certifies that this bid reflects the Bidder's best, good faith to identify domestic sources of iron and steel for all iron and steel products contained in the bid solicitation where such American-made products are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.
2. Verification of U.S. Production: The Bidder certifies that all iron and steel products contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Borrower of the U.S. production of each iron and steel product so identified through the completion of the step certification process.
3. The Bidder is responsible for submitting certified product information to the assistance recipient. Utilization of the step certification process is strongly encouraged. This process requires that each handler (supplier, fabricator, manufacturer, processor, etc.) of the iron and steel products certifies that their step in the process was domestically performed and provides a letter of certification from each supplier/fabricator on transfer of intermediate product. Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. An example certification letter can be found in Appendix 5 of the American Iron and Steel Provisions in the SRF General Conditions.
4. The American Iron and Steel provision applies in a manner consistent with United States obligations under international agreements. Typically, these obligations only apply to direct procurement by the entities that are signatory to such agreements. State Revolving Fund assistance recipients are not signatories to such agreements, so these agreements have no impact on the American Iron and Steel provision. Claims from suppliers that the American Iron and Steel provision does not apply to certain products based on the International Trade Agreement exemptions of the Consolidated Appropriations Act of 2014 will not be accepted.
5. Documentation Regarding Non-American-made Iron or Steel: The Bidder certifies that for any iron and steel product that is not American-made and is so identified in this bid, the Bidders has included in or attached to this bid the following, as applicable:
 - a. Identification of and citation to a national waiver published by the U.S. Environmental Protection Agency on the official public Internet Web site of the Environmental Protection Agency that is applicable to such iron and steel product, and an analysis that supports its applicability to the iron and steel product;
 - b. Verifiable documentation sufficient to the Borrower that the waiver request process has been initiated. The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three conditions is met:
 1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;

2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

A checklist detailing the types of information required for a waiver to be processed can be found in Appendix 1 of the American Iron and Steel Provisions of the SRF General Conditions. Until a waiver is granted by EPA, the AIS requirements stand.

Bidder/Contractor

Date

Signature of Contractor/Title

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES
OR EQUIPMENT.**

2 CFR §200.216

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

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PART II

TECHNICAL SPECIFICATIONS

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SECTION 01 11 00 SUMMARY OF WORK

1.01 GENERAL AND SUPPLEMENTARY CONDITIONS

- A. The General Conditions and the Supplementary Conditions which are attached to the specifications shall govern the work of all persons engaged in the performance of the contract and shall form a part of the contract.

1.02 DEFINITIONS

- A. The definitions shall be as presented in the General Conditions, Special Project Requirements, Supplementary Conditions and as supplemented herein.
- B. "Project Engineer," "Engineer," - Schmucker, Paul, Nohr & Associates located at 2100 North Sanborn Blvd, Mitchell, South Dakota, with a mailing address of PO Box 398, Mitchell SD 57301; telephone number: (605) 996-7761; and web site: www.spn-assoc.com.
- C. "Owner" or "City" - The City of Wessington Springs, South Dakota, as represented by its proper authorities and with the mailing address of PO Box 443, Wessington Springs SD 57382.
- D. "Written Notice" - Written notice or order shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm, or to an officer of the corporation for whom it is intended or if delivered at or sent by registered mail to the last known address of the addressee.

1.03 ARRANGEMENTS OF DETAILED SPECIFICATIONS AND DRAWINGS

- A. The detailed specifications arrangement is based upon the 2018 CSI format and incorporates the following Divisions:
 - 1. Division 01 00 00 - General Requirements
 - 2. Division 02 00 00 - Existing Conditions
 - 3. Division 03 00 00 - Concrete
 - 4. Division 10 00 00 - Specialties
 - 5. Division 26 00 00 - Electrical
 - 6. Division 31 00 00 - Earthwork
 - 7. Division 32 00 00 - Exterior Improvements
 - 8. Division 33 00 00 - Utilities
- B. The contract drawings or plans (where applicable) which depict the contract work of the project and upon which the contract is based are those drawings or sheets listed on Sheet 1 of the drawings. Each sheet bears the following general title:

- - - Wastewater Treatment Improvements - - -
Wessington Springs, South Dakota
- C. The drawings referred to above are supplemented by drawings bound in this book of specifications and by additional shop and dimension drawings to be prepared by the Contractor as set forth in the specifications.
- D. Division of Work as made by the contract drawings and specifications is for the purpose of specifying all work which is required. There is no attempt to make complete classification

according to trade or any agreements which may exist between Contractors or groups of contractors and trade unions. Such division and classification of the work shall be the Contractor's responsibility. Refer to the General Conditions.

1.04 LOCATION OF THE WORK

- A. The work under this contract is located within the city limits of Wessington Springs in Jerauld County, South Dakota, on properties for which easements and/or title have been obtained by the Owner.

1.05 WORK COVERED BY CONTRACT DOCUMENTS

- A. The broad scope of the project covered under these contract documents includes, but is not limited to: Ditch excavation, place borrowed fill material, erosion control, turtle guards, pond depth indicators, replace culverts, repair dike erosion, dike shaping, rip rap, replace wet well cover, pump wiring, seeding fertilizing and mulch, removing and replacing fence and related work.

1.06 CONTRACTS

- A. The work shall be performed under one Contract awarded by the Owner.

1.07 WORK BY OTHERS

- A. Refer to the General and Supplementary Conditions.

1.08 CONSTRUCTION SEQUENCING

- A. The Contractor shall notify the City and Engineer 72 hours prior to beginning construction. The anticipated project schedule shall be submitted to the engineer as soon as possible to coordinate the discharge of wastewater from the facility. The Contractor shall note that the Owner's operational schedule of the facility cannot be guaranteed and is based on many factors such as weather conditions, treatment efficiency and discharge limitations. The Owner will attempt to discharge and move wastewater in a timely manner to meet the Contractor's schedule.
- B. Mandatory progress meetings will be held at a time and location agreed upon by the Owner, Engineer and Contractor. The Contractor shall provide a schedule every week notifying work to be completed during the next two weeks. The construction schedule outlining the duration of the project shall be updated when requested by the Engineer.
- C. Each Contractor shall schedule their work with the Owner, the other Contractors and Subcontractors on the project so that the respective completion dates can be obtained.

1.09 CONTRACTOR'S RESPONSIBILITIES AND DUTIES

- A. General:
 - 1. Each Contractor must satisfy himself by personal examination of each site as to all local conditions affecting the performance of his contract. The Contractor is deemed to accept such conditions as found to exist.
 - 2. All construction activities shall be confined within the areas shown on the drawings. Construction easements, as needed, have been obtained by the Owner. If additional area is needed, it shall be the Contractor's responsibility to obtain said area.

B. Continuous Operation:

1. The Contractor must receive the approval of the Owner prior to any scheduled intermittent, partial or complete shut-down of the existing facilities.
2. Each Contractor shall note that the Owner must continue the operation of the existing wastewater collection and water distribution systems.
3. Each Contractor shall schedule all required work to minimize the interruption of the continuous operation of the existing facilities and functions.
4. When it is necessary to take a certain portion of the existing facilities or systems out of service, the Contractor shall submit to the Engineer a description of the procedure and schedule of the work proposed. The schedule and procedure shall be reviewed and approved by the Engineer, and the Owner prior to commencement of these operations.
5. Under any emergency condition or where partial shutdown of the existing facilities is involved, the modifications and connections shall be pursued on a 24-hour-per-day basis and 7 days per week schedule to minimize disruption of service unless otherwise provided in the technical specifications. The contractor shall provide at no additional cost to the Owner all temporary connections, parallel temporary lines or bypasses as may be required.
6. All materials shall be on the job and ready for installation for these items. All arrangements, measurements and planning shall be done in advance of taking existing facilities out of service.

C. Existing Utilities:

1. Refer to Section 02 01 00 of the Specifications.

D. Existing Structures:

1. The requirements relating to existing structures shall be as per the General Conditions and as supplemented herein.
2. Each Contractor shall take complete field measurements affecting all existing construction, wiring, piping, and equipment in this contract, and he shall be solely responsible for proper fit between his work and existing structures and other equipment. He shall examine all work to which he will connect; and if any misalignment is found, he shall so arrange his work that the misalignment is corrected to the satisfaction of the Engineer.
3. Dimensions given on the drawings related to the existing structures are based on existing construction drawings, and it shall be the responsibility of the Contractor to verify the accuracy of these dimensions. Any discrepancies shall be brought to the attention of the Engineer prior to start of new construction.
4. Each Contractor will be held responsible for any damage to existing structures, work, materials, or equipment because of his operations and shall repair or replace any damaged structures, work, materials, or equipment to the satisfaction of, and at no additional cost to the Owner.
5. Each applicable Contractor shall be responsible for all damage to streets, curbs, sidewalks, ditches, lawns, culverts or other public or private property, which may be caused by transporting equipment, materials, or men to or from work. The Contractor shall make

satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

E. Unfavorable Construction Conditions:

1. During unfavorable weather, wet ground, or other unsuitable construction conditions, the Contractor shall confine his operations to work which will not be affected adversely thereby. No portion of the work shall be constructed under conditions which would affect adversely the quality efficiency thereof, unless special means or precautions are taken by the Contractor to perform the work in a proper and satisfactory manner.

F. Preservation of Monuments and Stakes

1. Refer to the General Conditions and the Supplementary Conditions.
2. In case of his destruction thereof, the Contractor will be charged with the expense of replacement and shall be responsible for any mistake or loss of time that may be caused. The Contractor shall furnish materials and assistance for the proper replacement of such monuments or benchmarks.

G. Methods of Operation:

1. Each Contractor shall inform the Engineer in advance concerning his plans for carrying on each part of the work, but the contractor alone shall be responsible for the safety, adequacy, and efficiency of his plant, equipment, and methods.
2. Any method of work suggested by the Owner or Engineer, but not specified, shall be used at the risk and responsibility of the Contractor. The Engineer and Owner will assume no responsibility therefor.
3. Review by the Owner or Engineer of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefor, and such review shall not be considered as an assumption of any risk or liability by the Owner, Engineer, or any officer, agent, or employee thereof. The Contractor shall have no claim on account of the failure or inefficiency of any plan or method so reviewed.

H. Conduct of Work:

1. Each Contractor shall observe that the Owner reserves the right to do other work in connection with the project or adjacent thereto by contract or otherwise, and he shall at all times conduct his work so as to impose no hardship on the Owner or others engaged in the work, nor cause any unreasonable delay or hindrance thereto.
2. Each Contractor shall be responsible to others engaged in the work or work adjacent thereto for all damage or injury to work, to persons or property, or for loss caused by failure to finish the work within the specified time for completion. He shall adjust, correct, and coordinate his work with the work of others so that no discrepancies shall result in the whole work.
3. The work of this contract includes the furnishing and necessary installation of all tools, machinery, scaffolds, false work, forms and centers for the execution of the work, except as may be otherwise specified. Equipment provided shall be adequate. The Contractor shall obtain all necessary measurements for the work and shall check dimensions, levels, and construction and layout and supervise the construction for correctness of all of which he shall be responsible.

4. Where work of one trade joins to, or is on other work, there shall be no discrepancy when the work is completed. The Contractor must anticipate relation of all parts of the work, and at the proper time provide and set required anchors and blocking. Anchors, blocking, sleeves, and inserts necessary for each trade shall be a part of same except where stated otherwise. Assistance required by the Engineer in obtaining measurements or information on the work shall be furnished accurately and fully by the Contractor without additional cost to the Owner.

1.10 PARTIAL OWNER OCCUPANCY

- A. It is anticipated that portions of the facilities will be in operation before final construction is completed. The Owner, therefore, reserves the right to operate the installed equipment following startup. This continued operation shall in no way indicate final acceptance prior to completion of the project.
- B. Refer also to the General Conditions and the Supplementary Conditions.

1.11 PERMITS AND REGULATIONS

- A. Refer to the General Conditions, the Supplementary Conditions and Section 01 35 13 - Special Project Procedures.

* * * END OF SECTION * * *

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SECTION 01 25 13 PRODUCT SUBSTITUTION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions, shall apply to the Work covered in this Section.

1.02 SCOPE

- A. This section provides a description of the general requirements for the submission, review and acceptance of substitute items of material and equipment.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL

- A. The procedures for requesting and reviewing substitute items of material and equipment shall be as required by the Instructions to Bidders, General Conditions and as supplemented herein.
- B. The Contractor shall be responsible for all costs that will result directly and indirectly from the acceptance of the substitute.

* * * END OF SECTION * * *

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SECTION 01 29 00 MEASUREMENT AND PAYMENT

PART I GENERAL

1.01 GENERAL

- A. The General Provisions of the Contract, including General and Supplementary Conditions shall apply to the Work covered in this Section.
- B. The intention of the Bid Form is to include full compensation for all labor, materials, equipment, supervision, and other incidental items necessary for the performing and completion of the items of work in place, in accordance with the Contract Documents for payment therefor, and also to include all work which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results. All items of work NOT specifically contained in the Bid Form but necessary to produce the intended results shall be considered incidental work without allowance for separate, additional compensation.
- C. All cost of all work described in Division 1, unless otherwise specified shall be considered incidental with no separate measurement or payment.
- D. Related requirements specified elsewhere:
 - 1. Progress Schedules and Reports - Section 01 32 16

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 MEASUREMENT

- A. The determination of final quantities of Work performed under the Contract will be made by the Engineer, based upon measurements made by him or his assistants. Measurement of completed work shall be in units as shown on the Bid Form for unit price items or completion of Work items listed and shown on the accepted schedule of values for lump sum items.
- B. The Contractor shall participate in the measurement of completed Work unless otherwise agreed.
- C. Specific differences in measurement or classification of Work are to be resolved at the time of measurement.
- D. All measurements shall be completed on a regular basis.

3.02 APPLICATION FOR PAYMENT

- A. The Contractor shall prepare and submit progress payment requests on forms provided by or approved by the Owner.
- B. All submissions shall be made in accordance with the requirements of the General Conditions and Supplementary Conditions.

3.03 PAYMENT

- A. All payments shall be made in accordance with the requirements of the Contract Documents, General Conditions and Supplementary Conditions.
- B. Payment will be made in accordance with the respective unit or lump sum prices as shown on the Bid Form and/or the accepted Schedule of Values.

3.04 PAYMENTS TO BE WITHHELD

- A. All payments due the Contractor including payment for stored material shall be subject to retainage and withholding due to uncompleted work in accordance with the provisions of the Contract Documents, General Conditions and Supplementary Conditions.

3.05 PAYMENT ITEMS

- A. Payment items shall be as listed on the Bid Form.

* * * END OF SECTION * * *

SECTION 01 31 13 PROJECT COORDINATION

PART I GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions of the contract, including General and Supplementary Conditions, shall apply to the work covered in this Section.
- B. Related requirements specified elsewhere.
 - 1. Summary of Work - Section 01 11 00
 - 2. Project Meetings and Job Site Administration - Section 01 31 19
 - 3. Progress Schedules and Reports - Section 01 32 16
 - 4. Cutting and Patching - Section 01 73 29

1.02 SCOPE AND DESCRIPTION

- A. This section describes the general coordination required between each of the Contractors and the Owner. This section is not intended to cover every item or aspect of the necessary coordination.

1.03 MEASUREMENT AND PAYMENT

- A. Coordination is considered incidental Work with no separate measurement or payment to be made.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL

- A. All Contractors or subcontractors working on specific portions of the project shall so schedule and conduct their Work to not impede unnecessarily any Work being done by others on or adjacent to his Work.
- B. Each Contractor and Subcontractor shall be responsible for coordinating his Work with the appropriate representative of the Owner to avoid or minimize any interruption of the functions and facilities of said agency.

3.02 SITE WORK COORDINATION

- A. The location of all facilities, structures, piping and related appurtenances, both temporary and final shall be coordinated among Contractors, the Owner and the Engineer.
- B. It shall be the responsibility of each Contractor to initiate the procedures necessary to coordinate his work with that of other Contractors and the Owner.

- C. Contractors completing initial Work shall temporarily cap piping and mark the location of all buried piping to facilitate completion of final Work.

* * * END OF SECTION * * *

SECTION 01 31 19 PROJECT MEETINGS AND JOB SITE ADMINISTRATION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions, shall apply to the Work covered in this Section.
- B. Related requirements specified elsewhere:
 - 1. Project Coordination - Section 01 31 13
 - 2. Progress Schedules and Reports - Section 01 32 16

1.02 SCOPE

- A. The intent of this Section is to provide a general description of the project meetings required of the Contractor.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL

- A. All meetings shall be coordinated among the respective Contractors, Owner, Engineer and governmental agencies.
- B. The individual requesting the meeting shall contact the persons to be in attendance in writing providing the following:
 - 1. Date, time and place of the meeting
 - 2. Purpose of the meeting
 - 3. Names of people invited to the meeting
 - 4. Additional information as necessary

3.02 PRECONSTRUCTION CONFERENCE

- A. The Engineer will arrange and schedule a pre-construction conference with the representatives of the contractors, subcontractors, together with representatives of all agencies and utilities that will be involved with the proposed Work in order to assure an efficient and workable method of scheduling the project.

B. General topics to be covered are as follows:

1. Contract-Legal Documents and Specifications
2. Drawings
3. General construction requirements
4. Coordination of different contractors
5. Pay request procedure
6. Shop drawing submittal
7. Project observation and inspection
8. Coordination with affected governmental agencies and utility companies.

3.03 PROGRESS MEETINGS

- A. Routine progress meetings will be scheduled on a basis and time to be selected by mutual agreement between the Owner, the Contractors, the Engineer, and affected governmental agencies. These meetings shall be to discuss the progress and the planning of the Work of the various parties. This meeting shall be under the direction of the Engineer and shall be attended by representatives of the various contractors and subcontractors whose Work may be in progress at the time or whose presence may be required for any purpose. Contractors shall be represented at these meetings as appropriate to assist in the necessary project scheduling and discussion of related problems. Scheduling of required attendance shall meet with the approval of the Engineer.

3.04 JOB SITE ADMINISTRATION

- A. All job site administration for the Owner and Engineer will be handled through the office of Schmucker, Paul, Nohr & Associates.
- B. All review of payrolls, compliance reports and compliance requirements of the Federal agencies involved shall be administered by and are the responsibility of the Owner.

* * * END OF SECTION * * *

SECTION 01 32 16 PROGRESS SCHEDULES AND REPORTS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions as supplemented herein, shall apply to the Work covered in this Section.
- B. Related requirements specified elsewhere:
 - 1. Project Coordination - Section 01 31 13
 - 2. Progress Meetings and Job Site Administration - Section 01 31 19
 - 3. Cutting and Patching - Section 01 73 29

1.02 DESCRIPTION OF WORK

- A. This section is intended to provide a description of the general requirements for the preparation and submittal of:
 - 1. A list of proposed subcontractors and suppliers
 - 2. A proposed construction schedule
 - 3. Monthly progress reports

PART 2 PRODUCTS - None

PART 3 EXECUTION

3.01 LIST OF SUBCONTRACTORS AND SUPPLIERS

- A. Prior to the execution and delivery of the Agreement, the successful bidder, if requested, shall comply with Article 12 of C-00200, Instructions to Bidders.
- B. In any event, the Contractor shall submit, prior to moving on the site, a complete list of all subcontractors and suppliers with whom he proposes to contract. The list shall be in addition to the list submitted as part of the bid and shall be divided into sections corresponding to the specification divisions and shall state name, address, and telephone numbers together with work or items to be furnished.
- C. This list is subject to approval of the Engineer and Owner. After approval is given, the list cannot be revised without written approval. This approval does not relieve the Contractor of responsibility for compliance with specified requirements.

3.02 SCHEDULE OF OPERATIONS

- A. Refer to the requirements of the General Conditions Article 2.03.
- B. If conditions beyond the control of the Contractor justify and an extension of time is approved, the Contractor shall revise the construction schedule in accordance with the approved extensions.

3.03 MONTHLY PROGRESS REPORTS

- A. Upon request, the Contractor shall submit a written monthly progress report according to Article 2.05 of the General Conditions.

* * * END OF SECTION * * *

SECTION 01 32 23 SURVEY AND LAYOUT DATA

PART 1 GENERAL

1.01 GENERAL

- A. The requirements and provisions for engineering and layout of grades, lines and levels are as per the General Conditions and as supplemented herein.
- B. Topography and profiles showing existing ground elevations and features were obtained by topographic survey where applicable.
- C. The Engineer will furnish construction staking to prosecute the Work as described below. The Contractor shall make timely demands of the Engineer for such staking. A notice of not less than five working days will be required in advance of setting stakes. The Contractor shall not proceed with the Work until construction stakes have been provided.
 - 1. Stakes showing line and grade, where required, will be furnished by the Engineer for the construction of the sewer main and drainage pipe. Stakes will be furnished on an off-set agreed upon by the Engineer and Contractor at all changes in pipeline grade and at intervals of not less than 50 feet. Elevation benchmarks will be provided at various locations.
 - 2. Stakes to indicate surface elevations will be furnished by the Engineer for the construction of the ditches and dikes. Stakes will be furnished on an off-set agreed upon by the Engineer and Contractor.
 - 3. The boundary lines and fence lines of the project limits will be staked where required. The Contractor will be required to remain within the project limits.
 - 4. The Contractor may request additional staking at the Pre-Construction Conference. Should the Contractor request the setting of stakes in excess of those described above, after the Pre-Construction Conference, the Contractor shall be responsible for the extra cost, which will be prorated on the basis of the total number of stakes set.
- D. The Contractor shall be responsible for transferring from the grade and line stakes all distances and elevations necessary for the execution of the Work including but not limited to establishing limits of embankments and excavations, slopes, etc.
- E. The Contractor shall preserve all construction stakes, reference points, and other survey points. In case of their loss or destruction, the Contractor shall be liable for and charged with the cost of their replacement and of any expense resulting from their loss or disturbance. Such surveys shall constitute instruction from the Engineer, and the Contractor shall not proceed with the Work until construction stakes have been provided.
- F. Should the Engineer be required to reset construction stakes, the cost for such resetting will be at the then current per diem rates. The charges for such Work will be deducted by the Owner from the progress payments to the Contractor for the month in which the surveying Work is done by the Owner and thereon paid to the Engineer.
- G. If requested by the Contractor, the Engineer may be able to provide digital grading information for the Contractor's use to aid in construction. The Contractor will be required to sign a release form that identifies the disclaimers associated with the use of the Engineer's data. The Engineer will establish control points needed to encompass the project area and provide a basis for setting

control of the GPS equipment. The digital grading information will consist of the following items (if applicable):

1. CSV file of control points
2. Control point map
3. KML file of control point locations
4. DWG file of linework used in the project
5. XML file of alignments
6. XML file of surface elevations

* * * END OF SECTION * * *

SECTION 01 33 23 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions as supplemented herein, shall apply to the work covered in this Section.

1.02 SCOPE

- A. This Section covers the submission, review and distribution requirements of shop drawings, product data and samples.
- B. Note that the provisions of the **American Iron and Steel requirements shall apply**. Refer to the requirements listed in the special project requirements.

1.03 PAYMENT

- A. Refer to Section 01 29 00 - Measurement and Payment.

PART 2 PRODUCTS

2.01 SHOP DRAWINGS

- A. The shop drawings submitted for review shall contain at a minimum all information as required by the General Conditions and as hereinafter required:
 - 1. Additional information as specified in the individual technical specifications.
 - 2. All shop drawings and materials shall be identified by reference to specification section and/or drawing detail number.
 - 3. Minimum drawing size shall be 8-1/2" x 11".

2.02 PRODUCT DATA

- A. Manufacturer's standard schematic drawings shall be identified by reference to Section number and modified to delete information which is not applicable to the Work. Standard information shall be supplemented to provide additional information applicable to the Work.
- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data that are submitted for review shall be clearly marked to identify pertinent materials, products or models, show dimensions and clearances required, show performance characteristics and capacities, and show wiring diagrams and controls.

2.03 SAMPLES

- A. All samples submitted for review shall be identified by reference to section number and shall provide all information as required by the General Conditions of the Contract Documents.

PART 3 EXECUTION

3.01 SHOP DRAWINGS AND PRODUCT DATA

- A. The review and submittal process for shop drawings and product data shall be in accordance with the requirements of the General Conditions.
- B. The Contractor shall submit all shop-drawing submittals to the Engineer digitally in PDF format.
- C. All shop drawings shall be submitted through the prime Contractor and be accompanied by a letter of transmittal. The prime Contractor shall approve all shop drawings before transmitting them for approval.
- D. All shop drawings shall be submitted and approved prior to installation with no exceptions.
- E. Engineer shall return to the Contractor approved shop drawings submittals with instructions for further action.

3.02 SAMPLES

- A. Submit in accordance with the requirements of the General Conditions a minimum of four (4) samples of materials, finishes, colors, etc., as identified in the technical specifications for review.
- B. If the Contractor requires more than two (2) samples of material to be returned, additional samples shall be submitted.

* * * END OF SECTION * * *

SECTION 01 35 13 SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions apply to the Work specified in this Section.
- B. The provisions of the Storm Water Discharge Permit for Construction Activities issued by the South Dakota Department of Agriculture and Natural Resources (SD DANR) under Surface Water Discharge General Permit in compliance with the Clean Water Act shall apply to all portions of the work.
- C. The provisions of the U. S. Army Corps of Engineers permit, under the Nationwide Permit 03: Maintenance; Nationwide Permit 39: Commercial and Institutional Developments; or Nationwide Permit 43: Stormwater Management Facilities shall apply to portions of this project.

1.02 SCOPE

- A. This Section identifies the special project conditions and procedures required by the above referenced permits.
- B. The Contractor shall be responsible for implementing and conforming to all special project procedures and requirements as identified herein.

1.03 MEASUREMENT AND PAYMENT

- A. Refer to Section 01 29 00.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL PERMITS

- A. The Contractor shall comply with all Federal, State, County and local laws, ordinances, rules and regulations relating to the performance of the work.
- B. The Contractor shall, at his own expense, procure all other permits, certificates and licenses required of him by law for the execution of the Work.

3.02 STORM WATER DISCHARGE PERMIT REQUIREMENTS

- A. The Owner's Storm Water Discharge Permit for Construction Activities for this project as issued by the South Dakota Department of Agriculture and Natural Resources will be made available to the contractor upon request.
- B. A Storm Water Pollution Prevention Plan has been prepared for this project and is included in the plans.

3.03 U. S. ARMY CORPS OF ENGINEERS PERMIT REQUIREMENTS

- A. A copy of the U. S. Army Corps of Engineers Permit requirements will be provided to the Contractor upon request. The requirements of the permit are described therein.

* * * END OF SECTION * * *

SECTION 01 45 00 QUALITY CONTROL

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions shall apply to the Work covered in this Section.
- B. Specific requirements are also presented in the detailed sections of these specifications.

1.02 SCOPE

- A. This Section is intended to describe the Contractor's responsibilities regarding quality control.

1.03 PAYMENT

- A. Refer to Section 01 29 00 - Measurement and Payment

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 TESTING LABORATORY SERVICES

- A. Unless otherwise specified, the Owner's Engineer will provide all the necessary field testing services for soils, granular materials and concrete. Where tests or inspections by an independent testing laboratory are required by these specifications, the Contractor shall employ and arrange for, at his expense, the services of an approved independent testing laboratory, satisfactory to the Owner and Engineer, to perform the tests or inspections utilizing recognized standard procedures and criteria.
- B. The Contractor shall submit reports and certificates of all inspections and tests in triplicate to the Engineer. The reports and certificates shall become the property of the Owner.
- C. The Contractor shall furnish all sample materials required for these tests and shall deliver same to the testing laboratory or other designated agency when and where directed by them.
- D. Any additional tests necessary beyond those required under this specification may be ordered by the Engineer to settle disagreements with the Contractor regarding quality of work done. If the Work is defective, the Contractor shall pay all costs of the extra tests and shall correct the Work. If Work is satisfactory, Owner will pay for extra tests.

3.02 FACTORY TESTS

- A. Factory tests of mechanical and electrical equipment relative to performance, capacity, rating, efficiency, function, or special requirements shall be conducted in the factory or shop for each item when this type of test is specified and/or required by the Engineer. These tests shall be performed in accordance with applicable standards and test codes.

- B. Factory tests shall be set up and accomplished by the equipment manufacturer who shall provide all shop space, tools, equipment, instruments, personnel, and other facilities required for the satisfactory completion of each test.
- C. Factory tests may be witnessed by representatives of the Owner and such witnessing, unless otherwise specified in the technical specifications, will be paid for by the Owner.
- D. Where factory tests are required or specified for process equipment under other headings of this specification, reports of the test results shall be submitted to the Engineer for review prior to shipment of the equipment.

3.03 FIELD TESTS

- A. Refer to the General Conditions, Supplementary Conditions and the Technical Specifications.

* * * END OF SECTION * * *

SECTION 01 50 00 TEMPORARY FACILITIES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions shall apply to the Work covered in this Section.

1.02 SCOPE

- A. This section describes the temporary facilities to be provided by the Contractor during the Work.

1.03 PAYMENT

- A. Refer to Section 01 29 00 - Measurement and Payment

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 TEMPORARY ELECTRICAL

- A. It will be the Contractor's responsibility to make arrangements for, provide, obtain and pay for temporary construction power as required for lighting and construction needs.

3.02 TEMPORARY WATER

- A. It will be the Contractor's responsibility to provide and obtain all water required for potable consumption and construction, flushing, testing, disinfection and other needs as may be required.
- B. All potable water facilities shall conform to the Federal, State and local health regulations.

3.03 TEMPORARY SANITARY FACILITIES

- A. The Contractor shall provide and maintain in a sanitary condition, suitable temporary toilet facilities on the site for use by all persons. Temporary sanitary facilities shall be removed from the site when no longer necessary.
- B. Each temporary toilet shall be equipped, constructed and maintained in a manner that will conform to the applicable Federal, State and local regulations and requirements.
- C. Provisions for routinely servicing and cleaning all toilets and disposing of the sewage shall be established before placing toilet facilities into operation. The method of sewage disposal and location selected shall be in accordance with Federal, State, and local health regulations.

3.04 ROADS

- A. Each Contractor shall maintain the existing roads in usable condition during his construction of the facilities.
- B. The Contractor shall obtain the approval of the appropriate township, county, state or federal officials prior to constructing any temporary roads. All construction shall conform to the requirements of said officials.

3.05 SIGNS

- A. No signs, billboards, or other advertisements shall be erected on the premises by the General Contractor or the subcontractors without Engineer's permission. Each General Contractor shall furnish and maintain all necessary temporary signs required for the prosecution of the Work such as "Office," "Men Working," "Danger," "High Voltage," etc.

3.06 TEMPORARY POTABLE WATER SERVICE

- A. Not used.

3.07 TEMPORARY ENCLOSURES, LIGHTING, AND HEAT

- A. Each Contractor shall provide temporary enclosures and closures in order to retain heat so that specified temperatures can be maintained and the Work can proceed. He shall provide temporary closures over wall and floor openings, etc., to enclose the Work. Temperature inside the enclosures and/or enclosed part or parts of the structure shall be: not less than 60 degrees F for 48 hours prior to and during the time when and where concrete work, cement finish, or masonry work are being done or cured. Not less than 50 degrees F where only other trades, such as electricians, plumbers, etc., are working.
- B. Each contractor shall pay for any additional temporary heating facilities necessary to meet the above requirements, and the fuel, and the attendance required, until the structure is enclosed.
- C. Each Contractor shall provide all temporary lighting as may be required to illuminate the Work area. The lighting shall meet all safety codes and regulations. Lighting shall be not less than 20 footcandles. Additional light shall be installed for hazardous areas, for security applications, and for construction processes where visual acuity is required.
- D. All temporary lighting and power shall use U.L. approved devices and all systems shall meet safety requirements of the National Electrical Code and other applicable ordinances.

3.08 TEMPORARY FENCES/GATES

- A. The Contractor shall be required to utilize all existing gates and fence openings so far as practical during the construction process.
- B. All existing fences which interfere with the Work shall be maintained by the Contractor unless permission is obtained in writing from the tenant to dismantle the fence for any agreed period of time. Where temporary gates are required, they shall be kept closed at all times.
- C. On completion of the Work across any tract of land, the Contractor shall restore all fences to their original or to a better condition and quality as approved by the Owner and the tenant. New material to replace all materials lost, damaged or destroyed shall be purchased and installed as required at no additional cost to the Owner.

- D. Temporary gates installed by the Contractor in any fence line may be left in place with permission of the Owner and tenant of such fence.
- E. All gates shall be left in the condition found, open or closed. If any doubt arises, gates shall be closed.

3.09 TEMPORARY OPERATIONS

- A. When it becomes necessary to utilize temporary pumping or other mechanical arrangements during construction, the Contractor shall provide qualified supervision at the construction site at all times. The Contractor shall be fully responsible for the operation and maintenance of all temporary equipment and all associated costs shall be included in the prices bid.

3.10 SITE CLEAN-UP

- A. Each Contractor shall clean the working area each day, shall remove all trash and waste materials, and shall maintain the site in a neat and orderly condition throughout the construction period.
- B. At the completion of the project, each Contractor shall clean out all pits, pipes, chambers, or conduits; shall remove all temporary structures built by him; and shall remove all rubbish from the areas which he has occupied, leaving them in a clean condition.

* * * END OF SECTION * * *

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SECTION 01 57 00 TEMPORARY CONTROLS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions, shall apply to the Work covered on this Section.

1.02 SCOPE

- A. This section is intended to describe the temporary controls to be provided by the Contractor.

1.03 MEASUREMENT AND PAYMENT

- A. The temporary controls are considered incidental work with no separate measurement and payment to be made.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL

- A. The Contractor shall be responsible for maintaining the site and environment at an acceptable standard throughout the duration of the project.

3.02 NOISE CONTROL

- A. Each Contractor shall maintain all equipment, particularly the muffling systems on internal combustion engines, so that acceptable noise levels are not exceeded. Each Contractor shall make every effort to locate noise producing equipment in areas where the sound will be least offensive. Sound barriers are to be provided if needed.

3.03 DUST CONTROL

- A. Each Contractor will provide dust control operations at the time, location, and in such manner that will prevent, or at least minimize, the production of dust in a harmful or annoying amount. Water or dust preventative shall be used for dust control as required.

3.04 WATER CONTROL

- A. Each Contractor shall make the appropriate provisions for the proper drainage of the site. Standing pools of surface water and excavations shall be drained as soon as practical. Disposal of said water shall be in accordance with all applicable local, state, and federal laws and regulations.

- B. Flushing water or water pumped from dewatering of various elements of the Work which may be necessary during construction shall be conducted by temporary pipelines away from the work area to natural drainageways. Flushing or drainage shall not be conducted in such a manner as to cause erosion or flooding of adjacent land not owned or controlled by the Owner, except by special permission in writing by the Owner and affected landowner.
- C. The Contractor shall assure that water discharged to any location during construction does not damage the natural environment or wildlife. The Contractor shall be responsible for any environmental damage which results from his activities.
- D. The Contractor shall follow the requirements of the Storm Water Discharge Permit for Construction Activities. Refer to Section 01 35 13.

3.05 EROSION AND SEDIMENT CONTROL

- A. The Contractor shall be familiar with and follow the Storm Water Pollution Prevention Plan and erosion control details presented in the plans.
- B. Each Contractor shall be responsible for taking such measures as may be appropriate for the control of erosion and sediment from the project site. Such measures may include but are not limited to the following temporary and permanent measures:
 - 1. Topsoil should be removed and stockpiled for later use whenever possible before grading begins.
 - 2. The exposure of the soil should be minimized in both terms of area and time.
 - 3. Use temporary vegetation to protect cleared, graded, or disturbed areas that will otherwise be exposed to erosion for prolonged periods before the permanent vegetation and landscaping can be established. Apply needed ground cover on exposed areas within 15 days of exposure except on those sites where construction will begin within 30 days. If construction plans are suspended, areas should be seeded or mulched without delay. When it is not practical to plant temporary vegetation, spread mulch materials (such as grain straw) on the soil surface to provide desired protection.
 - 4. Natural vegetation should be retained whenever feasible.
 - 5. Appropriate structural or agronomic practices to control runoff and sedimentation should be provided during and after construction.
 - 6. Early completion of stabilized drainage system (temporary and permanent systems) will substantially reduce erosion potential.
 - 7. Clearing and grading should not be started until a firm construction schedule is known and can be effectively coordinated with the grading and clearing activity.

3.06 SOLID WASTE CONTROL

- A. Each Contractor shall be responsible for taking such measures as may be appropriate for the control and disposal of solid wastes through the duration of the project.
- B. All solid waste generated by construction related activities shall be disposed at an appropriately permitted solid waste disposal facility.

3.07 FIRE PREVENTION

- A. The Contractor shall perform all work in a fire safe manner.
- B. The Contractor shall furnish and maintain on site adequate fire fighting equipment capable of extinguishing incipient fires.
- C. It is recommended that the Contractor install spark arrestors on muffler systems on construction equipment to reduce the risk of fire.

* * * END OF SECTION * * *

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SECTION 01 57 26 SITE WATERING

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions, apply to the work specified in this section.
- B. Related Work Specified Elsewhere:
 - 1. Trenching, Backfilling and Compacting - Section 31 23 33

1.02 DESCRIPTION OF WORK

- A. This item shall consist of furnishing and applying water required in the compaction of embankments, subgrades, sewer cleaning and for other purposes in accordance with the requirements of these specifications or as directed. Also included is water used for flushing, dust control or any other use related to the proposed construction.

1.03 MEASUREMENT AND PAYMENT

- A. Potable water from the Owner's distribution system will be provided at no cost to the Contractor. Water provided will be measured in units of 1,000 gallons. When not directly measured by load counts or a flow meter, measurement shall be agreed upon at the time of use by the Engineer and Contractor.

PART 2 PRODUCTS

2.01 WATER SOURCE

- A. The Contractor shall obtain water from the Owner's water distribution system where directed by the Utility Manager. The water use must be measured. Measurement can be by water meter, counting loads, timing flow rate, or other methods approved by the Engineer.

PART 3 EXECUTION

3.01 CONSTRUCTION METHODS

- A. The Contractor shall be responsible for all measures necessary to protect the health and safety of all personnel with access to the site.
- B. Water, when required, shall be applied at the locations, in the amounts, and during the hours, including nights, as required. An adequate water supply shall be provided by the Contractor.
- C. The equipment used for watering shall be of ample capacity and of such design as to assure uniform application of water in the amounts required.

* * * END OF SECTION * * *

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SECTION 01 66 00 PRODUCT STORAGE AND HANDLING

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions, shall apply to the Work covered in this Section.

1.02 SCOPE

- A. This Section is intended to describe the Contractor's general responsibilities for the handling, storage and protection of materials and equipment as well as the Contractor's options in the selection of products and manufacturers.
- B. Specific procedures for handling and storage of materials and equipment are presented in the appropriate section of the technical specifications.

1.03 MEASUREMENT AND PAYMENT

- A. All costs incurred by the contractor for the execution of the Work specified herein is considered incidental Work with no separate measurement or payment.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 TRANSPORTATION AND HANDLING

- A. Each Contractor shall have a representative at the site to accept delivery of equipment and material. Material shall be shipped with adequate protection to prevent damage due to handling and reasonable storage procedures.
- B. Pipe shall be transported from the factory to the job site with front ends tarped and covered. Pipe shall be delivered on pallets with protective boards to prevent damage from banding. Bands and boards shall be placed according to the manufacturer's standard arrangement so as to provide adequate support for material.

3.02 PROTECTION OF WORK AND EQUIPMENT

- A. The requirements shall be as per the General Conditions and Supplementary Conditions as supplemented herein.
- B. Loose granular materials for concrete or mortar are to be stored on solid surfaces such as paved areas, plywood or sheet materials to prevent mixing with foreign matter. Provide surface drainage to prevent flow or ponding of rainwater. Mixing of refuse or chemically injurious materials or liquids with the stored material shall be prevented.
- C. All storage shall be arranged in a manner to provide easy access for inspection.

- D. A periodic inspection of stored products on a scheduled basis shall be conducted to assure that:
1. State of storage facilities is adequate to provide required conditions;
 2. Required environmental conditions are maintained on a continuing basis;
 3. Surfaces of products exposed to elements are not adversely affected. Any weathering of products, coatings, and finishes is not acceptable under requirements of Contract Documents.
- E. Equipment which requires servicing during long term storage shall have complete manufacturer's instructions for servicing accompanying each item, with notice of enclosed instructions shown on exterior of package. Comply with manufacturer's instructions on a scheduled basis.

* * * END OF SECTION * * *

SECTION 01 71 13 MOBILIZATION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions, shall apply to the Work covered in this Section.

1.02 SCOPE

- A. This item shall consist of preparatory work and operations, including, but not limited to, the necessary movement of personnel, equipment, and incidentals to the project site; for the establishment of offices, buildings and other facilities necessary for work on the project; and for work and operations which must be performed, and for cost incurred before starting work on the various contract items on the project site.

1.03 PAYMENT

- A. When an item for Mobilization is included in the proposal, payment will be made at the contract lump sum price, and be considered full compensation for costs incidental thereto. Based on the lump sum contract price for Mobilization, partial payments therefor will be made at the ratio of the Contract price that has been earned.

PART 2 PRODUCTS – Not used.

PART 3 EXECUTION – Not used.

* * * END OF SECTION * * *

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SECTION 01 73 29 CUTTING AND PATCHING

PART I GENERAL

1.01 RELATED DOCUMENTS

- A. The general requirements of the Contract including General and Supplementary Conditions and as supplemented herein shall apply to the Work covered by this Section.
- B. Related requirements specified elsewhere:
 - 1. Summary of Work - Section 01 11 00
 - 2. Project Coordination - Section 01 31 13

1.02 SCOPE AND DESCRIPTION

- A. This section describes the necessary coordination, materials and labor associated with cutting and patching of completed Work or connection of specified Work to existing facilities.

1.03 SUBMITTALS

- A. Prior to cutting which may affect the structural integrity of any structure, facility or portion of the project, or Work of another Contractor, or completed Work or existing facilities, the Contractor shall submit written notice to the Engineer requesting consent to proceed with the cutting. The notice shall designate the location, date and time the Work will be exposed for observation and cutting will be initiated and completed.

1.04 PAYMENT FOR COSTS

- A. The cost of cutting and patching to complete Work as specified and shown on the Drawings shall not be measured and paid directly but shall be considered incidental to the project as bid.
- B. The costs of cutting and patching, including the cost of additional Engineering costs, resulting by defective or ill-timed Work, or Work not conforming to the Contract Documents shall be the responsibility of the Contractor.
- C. Additional Work not covered by the Contract Documents that was done without the approval of the Owner shall be borne by the Contractor.

PART 2 PRODUCTS

2.01 MATERIALS

- A. All materials for cutting and patching shall comply with the Specifications for the type of Work to be done.

PART 3 EXECUTION

3.01 GENERAL

- A. Cutting (including excavating), fitting or patching of Work shall be executed as required to:
 - 1. Uncover Work to provide for installation of ill-timed Work.
 - 2. Remove and replace defective Work
 - 3. Install and properly fit specified Work in existing construction, facilities or structures.
 - 4. Remove and replace Work not conforming to requirements of Contract, Legal Documents, Specifications or Drawings.
 - 5. Remove samples of installed Work as specified for testing.
- B. The Work of another Contractor, Work already completed, or existing facilities shall not be cut without the consent of the Engineer.

3.02 INSPECTION

- A. Representatives of the Contractor, Owner and Engineer shall, before starting Work on that portion of the project, inspect and record the existing conditions of Work, including elements subject to movement or damage during:
 - 1. Cutting and patching
 - 2. Excavating and backfilling
- B. After uncovering the Work, the Contractor and Engineer shall inspect Work and note all conditions affecting installation of new products.

3.03 PREPARATION

- A. The Contractor shall be responsible for providing shoring, backing and support as required to maintain structural integrity of the Work, protect other work, and provide protection from the elements.

3.04 PERFORMANCE

- A. The fitting and adjustment of products and material shall be executed to provide a finished installation that will comply with specified tolerances and finishes.
- B. All cutting and demolition shall be executed by methods which will prevent damage to other Work, and will provide the proper surfaces to receive installation of repairs and new Work.

* * * END OF SECTION * * *

SECTION 01 77 00 CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions, shall apply to the Work covered in this Section.

1.02 SCOPE

- A. This Section is intended to describe the procedures and Contractor's responsibilities for substantial and final completion of the Work and final closeout of the Project.

1.03 PAYMENT

- A. Refer to Section 01 29 00 - Measurement and Payment

PART 2 PRODUCTS - Not used.

PART 3 EXECUTION

3.01 CLEANUP

- A. The requirements shall be as per requirements of the General Conditions and as supplemented herein.
- B. The Contractor shall leave the site clean and ready for occupancy by the Owner. Early acceptance of process equipment shall not waive cleanup prior to final acceptance.
- C. Flushing water or water pumped from dewatering of various elements of the Work which may be necessary during construction shall be conducted by temporary pipelines or ditches away from the work area to natural drainageways. Flushing or drainage shall not be conducted in such a manner as to cause erosion or flooding of adjacent land not owned or controlled by the Owner, except by special permission in writing by the Owner and affected land owner.
- D. The Contractor shall assure that water discharged to any location during construction does not damage private property. The Contractor shall be responsible for any environmental damage which results from his activities.
- E. Each Contractor shall provide cleaning of all surfaces, systems, and fixtures, including removal of labels, tags, grease, oil, dirt stains, etc., prior to final acceptance of the work.

3.02 PROJECT RECORDS

- A. One copy of all project notations and sketches showing all changes made during the construction process shall be delivered to the Engineer for the Owner upon completion of the project. Quality and completeness of all drawings and records must be such that the Engineer may accurately transfer the information to a complete set of drawings of construction records.

3.03 FINAL INSPECTION

- A. After the cleaning up of the work, premises, manholes, and all other areas and structures connected with the performance of the contract, the work as a whole shall be inspected by the Engineer, and any workmanship or materials found not meeting the requirements of the specifications shall be removed by and at the expense of the Contractor and good and satisfactory workmanship or material substituted therefor. All settlement, defects, or damage upon any part of the work shall be remedied and made good by the Contractor.
- B. Refer also to the General Conditions and Supplementary Conditions for the procedures covering requests for final inspection, application for payments, etc.
- C. The final inspection shall be scheduled at a time such that the Engineer, Contractor, Owner, representatives of all applicable governing agencies and the Resident Project Representative shall have an opportunity to be in attendance.
- D. Any costs and expenses incurred by the Engineer or Resident Project Representative in conducting additional inspections due to the Contractor's knowingly misrepresenting the project or any portion thereof as being ready for final inspection shall be compensated for by the Contractor prior to final payment.
- E. Any deficiencies identified after the final inspection and acceptance, such as backfill settlement, shall be considered after the fact and shall be recognized as maintenance under the Contractor's maintenance requirements.

3.04 GUARANTEE

- A. Refer to the Contract Documents, General Conditions and Supplementary Conditions.
- B. Guarantee on equipment placed into operation prior to final acceptance shall start from the date of written acceptance by the Engineer and Owner.
- C. The Contractor shall warrant all trenches against settlement for a period of one (1) year and shall promptly repair any settlement reported to him during this period.
- D. The Contractor shall be responsible for any and all damage claims filed with or court actions brought against the Owner for an on account of any damage(s) directly or indirectly caused by his actions.
- E. The Contractor shall make or cause to be made all necessary backfill replacement and repairs or replacement appurtenant thereto, within seven (7) days from and after due notification by the Owner or Engineer of backfill settlement or erosion and resulting damage at any designated location(s). Such replacements and repairs shall be made immediately upon due notification by the Engineer or Owner if the settlement or erosion is of a nature to endanger life or property.
- F. It is understood the repairs, due to faulty workmanship or materials, shall be covered by the Performance Bond. However, certain emergencies must be repaired immediately.

3.05 LIENS

- A. Refer to the General Conditions, Supplementary Conditions and Specific Project Requirements.

- B. Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in lieu thereof; and, if required in either case, an affidavit that so far as he has knowledge or information, the releases and receipts include all the labor and materials for which a lien can be filed. But Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify the Owner against any claim by lien or otherwise. If any lien and/or claim remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien and/or claim, including all costs and attorney's fees.

* * * END OF SECTION * * *

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SECTION 02 01 00 EXISTING CONDITIONS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the contract, including General and Supplementary Conditions, shall apply to Work covered in this Section.

1.02 SCOPE

- A. This Section describes, but is not limited to, the relationship of the Project to existing underground utilities and the Work associated with the location, adjustment and repair of such utilities.
- B. The information and data relative to existing underground utilities are provided to assist the Contractor with the preparation of his bid. This information should not be used by the Contractor for reference during construction of the Work.

1.03 MEASUREMENT AND PAYMENT

- A. The cost to relocate or repair any utilities or other obstructions damaged by the Contractor's activities shall be considered incidental Work with no separate measurement or payment to be made.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 GENERAL

- A. Existing utilities, as shown on the drawings, are located in accordance with available data, but locations may vary and cannot be guaranteed. The exact locations shall be determined by each Contractor as the Work proceeds. All work shall be done carefully to avoid damaging the existing utilities and Work. The Contractor shall be responsible for locating, or having located, all utilities, whether shown or not on the plans or in these specifications.
- B. Each Contractor shall provide for protection, temporary removal and replacement or relocation of obstructions as required for the performance of this Work required in these contract documents.
- C. Other obstructions not shown on the plans and requiring relocation shall be exposed by the Contractor without injury; or if injured, shall be repaired by Contractor at his expense. Removal of such obstruction or its relocation shall be made by the Contractor at no cost to the Owner.

3.02 UTILITY CONTACT

- A. In accordance with South Dakota state law, no excavator may begin any excavation without first notifying the One-Call Notification Center at 1-800-781-7474 of any proposed excavation. For your convenience the local "One Call Center" can be reached by dialing 811.

B. Prior to Work in a specific area affecting underground utilities, the following individuals shall be notified as appropriate:

1. TELEPHONE / CABLE TV:

(Name of Company)	Venture Communications
Telephone Number:	(605) 852-2224

2. STREETS / ELECTRIC:

(Name of Company)	City of Wessington Springs
Contact Person:	Phil LaBore
Telephone Number:	(605) 539-1691

3. WATER / SEWER:

(Name of Company)	City of Wessington Springs
Contact Person	Brett Lambert
Telephone Number:	(605) 619-1423

C. The failure of any utility to be present for any reason, at the Preconstruction Conference, if held, or the failure to be included in the listing of Paragraph 'B' above shall not relieve the Contractor of any responsibility described herein.

3.03 UTILITY REPAIR

A. When an existing utility is exposed or damaged, the Contractor shall comply with the repair requirements of the affected utility.

B. When an underground utility is exposed, the Contractor shall compact the backfill beneath the exposed utility before completion of the backfill operation.

* * * END OF SECTION * * *

SECTION 02 32 00 GEOTECHNICAL INVESTIGATION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the contract, including General and Supplementary Conditions, shall apply to Work covered in this Section.

1.02 SCOPE AND DESCRIPTION

- A. This section describes the Contractor's requirements relative to the subsurface investigations to be completed on this project.

1.03 SOIL INFORMATION

- A. A soil investigation was not completed for this project.
- B. The Contractor shall accept the project site in its present condition. It shall be the Contractor's responsibility to determine to his own satisfaction the location and nature of all surface and subsurface obstacles and the soils and water conditions which will be encountered during the construction of the proposed project.
- C. Test borings and other exploratory operations as may be desired shall be made by the Contractor at no cost to the Owner.

1.04 MEASUREMENT AND PAYMENT

- A. No separate measurement or payment for geotechnical explorations provided by the Contractor shall be provided.

PART 2 PRODUCTS - Not Applicable

PART 3 EXECUTION

3.01 GENERAL

- A. Unless otherwise required, the Contractor shall return all areas disturbed by him to their original grade and seed in accordance with the specifications.
- B. All testing or borings completed by the Contractor shall be scheduled and performed with the permission of the Owner.

* * * END OF SECTION * * *

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SECTION 03 11 00 CONCRETE FORMING

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions, apply to the Work specified in this Section.
- B. Related Work specified elsewhere:
 - 1. Concrete Reinforcement - Section 03 20 00
 - 2. Cast-in-place Concrete - Section 03 30 00
 - 3. Wall & Floor Penetrations - Section 40 05 09

1.02 DESCRIPTION OF WORK

- A. The extent of formwork is indicated by the concrete structures shown on the drawings.
- B. The work includes providing of the form work and shoring for cast-in-place concrete, and installation into formwork of items required such as anchor bolts, setting plates, bearing plates, anchorages, inserts, frames, nosings, and other items to be embedded in concrete (not including reinforcing steel).

1.03 QUALITY ASSURANCE

- A. Examine the substrate and the conditions under which concrete formwork is to be performed. Do not proceed with the work until unsatisfactory conditions have been corrected.
- B. Unless otherwise shown or specified, design, construct, erect, maintain, and remove forms and related structures for cast-in-place concrete work in compliance with the American Concrete Institute Standard ACI 34, "Recommended Practice for Concrete Formwork."
- C. Formwork shall be constructed to provide completed cast-in-place concrete surfaces complying with the tolerances specified in ACI 347, and as follows:
 - 1. Variation from plumb in lines and surfaces of columns, piers, walls, and arises; ¼ inch per 10 feet, but not more than 1 inch total. For exposed corner columns, control joint grooves, and other conspicuous lines, ¼ inch in any bay or 20 feet maximum; ½ inch maximum in 40 feet or more.
 - 2. Variation from level or grade in slab soffits, ceilings, beam soffits, and in arises ¼ inch in 10 feet, 3/8 inch in any bay or 20 feet maximum and ¾ inch in 40 feet or more. For exposed lintels, sills, parapets, horizontal and vertical grooves, and other conspicuous lines, ¼ inch in any bay or 20 feet maximum, and ½ inch in 40 feet or more.
 - 3. Variation from position of the linear building lines and related columns, walls, and partitions, ½ inch in any bay or 20 feet maximum and 1 inch in 40 feet or more.
 - 4. Variation in sizes and locations of sleeves, floor openings, and wall openings, ¼-inch.
 - 5. Variation in cross sectional dimensions of columns and beams and thickness of slabs and walls, minus ¼ inch and plus ½ inch.

6. Variation in cross sectional dimensions of slabs and walls, minus $\frac{1}{4}$ inch and plus $\frac{1}{2}$ inch.
 7. Variations in footings plan dimensions, minus $\frac{1}{2}$ inch and plus 2 inches; misplacement or eccentricity, 2% of the footing width in direction of misplacement but not more than 2 inches thickness reduction, minus 5%.
 8. Variation in steps: in a flight of stairs, $\frac{1}{8}$ inch for rise and $\frac{1}{4}$ inch for treads; in consecutive steps, $\frac{1}{16}$ inch for rise and $\frac{1}{8}$ inch for treads.
- D. Before concrete placement, check the lines and levels of erected formwork. Make corrections and adjustments to ensure proper size and location of concrete members and stability of forming systems.
- E. During concrete placement, check formwork and related supports to ensure that forms are not displaced and that completed work will be within specified tolerances.

1.04 MEASUREMENT AND PAYMENT

- A. Concrete formwork will not be measured for direct payment and will be considered subsidiary work pertaining to the contract. Payment will be included in the contract bid prices as shown on Bid Form.

PART 2 PRODUCTS

2.01 FORM MATERIALS

- A. Unless otherwise shown or specified, construct formwork for exposed concrete surfaces with plywood, metal, metal-framed, plywood-faced, or other panel type materials acceptable to Engineer to provide continuous, straight, smooth, as-cast surfaces. Furnish in largest practicable sizes to minimize number of joints. Provide form material with sufficient thickness to withstand pressure of newly placed concrete without bow or deflection.
- B. Form concrete surfaces, which will be unexposed in the finished structure with plywood, lumber, metal, or other acceptable material. Provide lumber that is dressed on at least 2 edges and 1 side for tight fit.
- C. Form ties shall be of removable end, permanently embedded body type and shall have sufficient strength and rigidity to support and maintain the form in proper position and alignment without the use of auxiliary spreaders. Unless otherwise shown, cones shall be provided on the outer ends of each tie and the permanently embedded portion shall be at least 1 inch back from the concrete face. Form ties for waterbearing walls shall be provided with water seal washers located on the permanently embedded portions of the ties at the approximate center of the wall. Permanently embedded portions of form ties, which are not provided with threaded ends, shall be constructed so that the removable ends are readily broken off without damage to the concrete. The type of form ties used shall be acceptable to the Engineer. Form ties fabricated on the project site and the wire ties are not acceptable.

- D. Provide commercial formulation form-coating compounds that will not bond with, stain, nor adversely affect concrete surfaces and will not impair subsequent treatment of concrete surfaces requiring bond or adhesion, nor impede the wetting of surfaces to be cured with water or curing compounds.
- E. Provide metal inserts for anchorage of materials or equipment to concrete construction not supplied by other trades and as required for the work.

2.02 FORMS FOR PAVEMENT, SIDEWALK, AND CURB & GUTTER

- A. Forms shall have a depth not less than the prescribed edge thickness of the pavement. Built up forms with horizontal joints shall not be used.
- B. When staked in place, forms shall withstand the pressure of the concrete and the impact and vibration of any equipment they are required to support, without significant springing, settlement, or lateral displacement.
- C. Bent, twisted, or broken forms and those with battered top surfaces shall be removed from the work. Repaired forms shall not be used until inspected and approved.
- D. The top face of any form shall not vary from a true plane by more than 1/8-inch in 10 feet, nor shall the contact face of a straight form vary from a true plane by more than 1/4-inch in 10 feet.
- E. Straight forms shall be metal having a thickness of not less than 1/4-inch and shall be furnished in sections not less than 10 feet in length. Each section shall have provisions for locking together the ends of abutting sections. Straight forms shall have a base width of at least eight inches with flange braces extending outward on the base at least 2/3 the height of the form.
- F. Flexible or curved forms of proper radius shall be used for curves of 100-foot radius or less. Flexible or curved forms shall be of an acceptable design.

2.03 DESIGN OF FORMWORK

- A. Design, erect, support, brace, and maintain formwork so that it will safely support vertical and lateral loads that might be applied, until such loads can be supported by the concrete structure. Carry vertical and lateral loads to ground by formwork system and in-place construction that has attained adequate strength for that purpose. Construct formwork so that concrete members and structures are of correct size, shape, alignment, elevation, and position.
- B. Design forms and falsework to include assumed values of live load, dead load, weight of moving equipment operated on formwork, concrete mix, height of concrete drop, vibrator frequency, ambient temperature, foundation pressures, stresses, lateral stability, and other factors pertinent to safety of structure during construction.
- C. Provide shores and struts with positive means of adjustment capable of taking up formwork settlement during concrete placing operations, using wedges or jacks or a combination thereof. Provide trussed supports when adequate foundations for shores and struts cannot be secured.

- D. Support form facing materials by structural members spaced sufficiently close to prevent deflection. Fit forms placed in successive units for continuous surfaces to accurate alignment, free from irregularities and within allowable tolerances. Provide camber in formwork as required for anticipated deflections due to weight and pressures of fresh concrete and construction loads for long span members without intermediate supports.
- E. Provide temporary openings in wall forms, column forms and at other locations necessary to permit inspection and cleanout.
- F. Design formwork to be readily removable without impact, shock, or damage to cast-in-place concrete surfaces and adjacent materials.
- G. Provide formwork sufficiently tight to prevent leakage of cement paste during concrete placement. Solidly butt joints and provide backup material at joints as required to prevent leakage and fins.
- H. Side forms of footings may be omitted and concrete placed directly against excavation only when requested by Contractor and accepted by Engineer. When omission of forms is accepted, provide additional concrete required beyond the minimum design profiles and dimensions of the footings as detailed.

PART 3 EXECUTION

3.01 FORM CONSTRUCTION

- A. Construct forms complying with ACI 347, to the exact sizes, shapes, lines, and dimensions shown and as required to obtain accurate alignment, location, grades, level and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required. Use selected materials to obtain required finishes.
- B. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where the slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like, to prevent swelling and assure ease of removal.
- C. Provide temporary openings where interior area of formwork is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete. Brace temporary closures and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings on forms in as inconspicuous location as possible, consistent with project requirements.
- D. Form intersecting planes to provide true, cleancut corners, with edge grain of plywood not exposed as form for concrete.
- E. Provide openings in forms to accommodate other work, including mechanical and electrical work. Accurately place and securely support items required to be built into the forms.

F. Falsework:

1. Erect falsework and support, brace, and maintain it to safely support vertical, lateral, and asymmetrical loads applied until such loads can be supported by in-place concrete structures. Construct falsework so that adjustments can be made for take-up and settlement.
2. Provide wedges, jacks, or camber strips to facilitate vertical adjustments. Carefully inspect falsework and formwork during and after concrete placement operations to determine abnormal deflection or signs of failure; make necessary adjustments to produce work of required dimensions.

G. Forms for Exposed Concrete:

1. Drill forms to suit ties used and to prevent leakage of concrete mortar around tie holes. Do not splinter forms by driving ties through improperly prepared holes.
2. Do not use metal cover plates for patching holes or defects in forms.
3. Provide sharp, clean corners at intersecting planes, without visible edges or offsets. Back joints with extra studs or girts to maintain true, square intersections.
4. Use extra studs, walers, and bracing to prevent bowing of forms between studs and to avoid bowed appearance in concrete. Do not use narrow strips of form material which will produce bow.
5. Assemble forms so they may be readily removed without damage to exposed concrete surfaces.
6. Form molding shapes, recesses, and projections with smooth finish materials, and install in forms with sealed joints to prevent displacement.

H. Corner Treatment:

1. Form exposed corners of beams and columns to produce square, smooth, solid, unbroken lines, except as otherwise shown.
 2. Form chamfers with 3/4 inch x 3/4 inch strips unless otherwise shown, accurately formed and surfaces to produce uniformly straight lines and tight edge joints. Extend terminal edges to required limit and miter chamfer strips at changes in direction.
 3. Unexposed corners may be formed either square or chamfered.
- I. Provide openings in concrete formwork to accommodate work of other trades, including those under separate contracts (if any). Size and location of openings, recesses, and chases are the responsibility of the trade requiring such items. Accurately place and securely support items to be built into forms.
- J. Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before concrete is to be placed. Retighten forms immediately after concrete placement as required to eliminate mortar leaks.

3.02 FORM COATINGS

- A. Coat form contact surfaces with form-coating compound before reinforcement is placed. Do not allow excess form coating material to accumulate in the forms or to come into contact with surfaces which will be bonded to fresh concrete. Apply in compliance with manufacturer's instructions.
- B. Coat steel forms with a non-staining, rust preventative form oil or otherwise protect against rusting. Rust-stained steel formwork is not acceptable.

3.03 INSTALLATION OF EMBEDDED ITEMS

- A. Set and build into the work anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions, and directions provided by suppliers of the items to be attached thereto.
- B. Set edge forms or bulkheads and intermediate screed strips for slabs to obtain required elevations and contours in the finished slab surface. Provide and secure units to support types of screeds required.

3.04 REMOVAL OF FORMS

- A. Formwork not supporting concrete, such as sides of beams, walls, columns, and similar parts of the work that may be removed after cumulatively curing at not less than 50° F for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations and provided that curing and protection operations are maintained.
- B. Formwork supporting weight of concrete, such as beam soffits, joists, slabs, and other structural elements may not be removed in less than 14 days and not until concrete has attained design minimum 28-day compressive strength.
- C. Form facing material may be removed 4 days after placement, only if shores and other vertical supports have been arranged to permit removal of form facing material without loosening or disturbing shores and supports.

3.05 RE-USE OF FORMS

- A. Cleaned and repaired surfaces of forms may be re-used in the work. Split, frayed, delaminated or otherwise damaged form facing material will not be acceptable. Apply new form coating compound material to concrete contact surfaces as specified for new formwork.
- B. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close all joints. Align and secure joints to avoid offsets. Do not use "patched" forms for exposed concrete surfaces.

* * * END OF SECTION * * *

SECTION 03 20 00 CONCRETE REINFORCEMENT

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the contract including General and Supplementary Conditions apply to Work specified in this Section.

1.02 DESCRIPTION OF WORK

- A. The extent of concrete reinforcement is shown on the drawings and specified herein.
- B. The work includes fabrication and placement of reinforcement for cast-in-place concrete, including bars, welded wire fabric, ties, and supports.

1.03 QUALITY ASSURANCE

- A. Examine the substrate and the conditions under which concrete reinforcement is to be performed. Do not proceed with the work until unsatisfactory conditions have been corrected.
- B. Codes and Standards: Comply with requirements of the following codes and standards, except as herein modified.
 - 1. American Concrete Institute, ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures."
 - 2. American Concrete Institute, ACI 318, "Building Code Requirements for Reinforced Concrete."
 - 3. American Welding Society, AWS D12.1 "Recommended Practices for Welding Reinforcing Steel, Metal Inserts and Connections in Reinforced Concrete Construction."
 - 4. Concrete Reinforcing Steel Institute, "Manual of Standard Practice."

1.04 SUBMITTALS

- A. The Contractor shall submit for review copies of shop drawings for materials specified herein in accordance with the requirements of Section 01 33 23 and the requirements as hereinafter specified.

1.05 PRODUCT DELIVERY, HANDLING, AND STORAGE

- A. Deliver reinforcement to the project site bundled, tagged, and marked. Use metal tags indicating bar size, lengths, and other information corresponding to markings shown on placement diagrams.
- B. Store concrete reinforcement materials at the site to prevent damage and accumulation of dirt or excessive rust.

1.06 MEASUREMENT AND PAYMENT

- A. Concrete reinforcement will not be measured for direct payment and will be considered subsidiary work pertaining to the contract. Payment will be included in the contract bid prices as shown on the Bid Form.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Reinforcing Bars shall conform to ASTM A615, Grade 60, except as otherwise indicated.
- B. Steel Wire shall be plain wire conforming to ASTM A82.
- C. Welded Wire Fabric shall be of the gauge and mesh size as shown conforming to ASTM A185.
- D. Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcement in place shall be as follows:
 - 1. For bar supports, use CRSI Class C, plastic protected or Class E, stainless steel protected.
 - 2. For slabs on grade, use supports with sand plates or horizontal runners where wetted base materials will not support chair legs.
 - 3. Over waterproof membranes, use precast concrete chairs to prevent penetration of the membrane.

2.02 FABRICATION

- A. Shop-fabricate reinforcing bars to conform to required shapes and dimensions, with fabrication tolerances complying with ACI 315. In case of fabricating errors, do not re-bend or straighten reinforcement in a manner that will injure or weaken the material.
- B. Unacceptable materials shall be defined as reinforcement with any of the following defects and will not be permitted in the work:
 - 1. Bar lengths, depths, and bends exceeding specified tolerances.
 - 2. Bends or kinks not indicated on drawings or on the final shop drawings.
 - 3. Bars with reduced cross section due to excessive rusting or other cause.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Unless shown otherwise on drawings, comply with the specified codes and standards, and Concrete Reinforcing Steel Institute recommended practice for "Placing Reinforcing Bars," for details and methods of reinforcement placement and supports, and as herein specified.

- B. If the cover depth is not specifically indicated on the plan sheets, the reinforcing steel shall be protected by a minimum thickness of concrete as follows:
1. Concrete against ground or exposed to water - 3" cover
 2. Concrete exposed to weather - 2" cover
 3. Beams and columns - 1-1/2" cover
 4. Graded slabs on Gravel or slabs exposed to weather - 1" cover
- C. Clean reinforcement to remove loose rust and mill scale, earth, ice and other materials which reduce or destroy bond with concrete.
- D. Position, support, and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.
- E. Unless shown otherwise on drawings, place reinforcement to obtain the minimum coverages for concrete protection. Arrange, space, and securely tie bars and bar supports together with 16 gage wire to hold reinforcement accurately in position during concrete placement operations. Set wire ties so that ends are directed away from exposed concrete surfaces.
- F. Horizontal wall reinforcement bars shall be continuous around corners and through intersections.
- G. Install welded wire fabric in as long lengths as practicable. Lap adjoining pieces at least one full mesh and lace splices with 16 gage wire. Do not make end laps midway between supporting beams, or directly over beams of continuous structures. Offset end laps in adjacent widths to prevent continuous laps.
- H. Provide sufficient numbers of supports and of strength to carry reinforcement. Do not place reinforcing bars more than 2 inches beyond the last leg of any continuous bar support. Do not use supports as bases for runways for concrete conveying equipment and similar construction loads.
- I. Splices: Provide standard reinforcement splices by lapping ends, placing bars in contact, and tightly wire tying. Comply with requirements of ACI 318 for minimum lap of spliced bars except as shown on drawings.

* * * END OF SECTION * * *

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SECTION 03 30 00 CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the contract, including General and Supplementary Conditions, apply to the Work specified in this Section.
- B. Related work specified elsewhere:
 - 1. Concrete Forming - Section 03 11 00
 - 2. Concrete Reinforcement - Section 03 20 00

1.02 DESCRIPTION OF WORK

- A. The extent of cast-in-place concrete work is shown on the drawings.
- B. The work includes providing cast-in-place concrete consisting of Portland cement, fine and coarse aggregate, water, and selected admixtures; combined, mixed, transported, placed, finished, and cured as herein specified.

1.03 QUALITY CONTROL AND TESTING

- A. Prior to any concrete work, the Contractor shall obtain from his concrete supplier a certificate stating the design mix used by the supplier will meet or exceed the requirements of the specifications for the class of concrete specified.
- B. The Contractor is responsible for controlling the quality of his product and shall make as many tests as necessary to satisfy himself and the Owner that his product meets or exceeds all specifications contained herein.
- C. In addition to the Contractor's quality control testing, the Owner shall cast a set of 4 standard 4 in. diameter cylinders for each 10 to 50 cubic yards of concrete placed or portion thereof and care for them as set forth in ASTM C31. These specimens shall be used for monitoring the quality of the product. The results of these tests shall not relieve the Contractor of his responsibility to meet specifications contained herein.
- D. The right is reserved by the Owner to order additional checking of concrete strength by use of a Swiss hammer or by boring. Testing of this nature shall be done in the presence of the Engineer at the expense of the Contractor and may be submitted to an independent testing laboratory mutually agreed upon by the Contractor, Engineer and Owner.
- E. Slump tests shall be made in accordance with the methods outlined in ASTM C-143, latest revision.

1.04 SUBMITTALS

- A. The results of all concrete tests made shall be submitted to the Engineer.
- B. Copies of the delivery tickets for each load of concrete delivered to the site shall be furnished to the Engineer at the time of delivery.

- C. The concrete mix design from the concrete supplier shall be submitted to the Engineer for review.

1.05 MEASUREMENT AND PAYMENT

- A. Cast-in-place concrete will not be measured for direct payment and will be considered subsidiary work pertaining to the contract with no direct compensation made for this work. Payment will be included in the contract bid prices as shown on the Bid Form.

PART 2 PRODUCTS

2.01 CONCRETE MATERIALS

- A. Water shall be clean and free of deleterious amounts of oils, acids, alkali, organic, silt, mud, grass, or other foreign material.
- B. Portland limestone cement used shall meet the requirements of ASTM C595, Type 1L, for all usages. Only one brand of cement shall be used throughout the project unless otherwise accepted by the Engineer.
- C. Fine aggregate shall be clean, sharp, natural, uncoated sand free from silt, loam and clay, dune sand, bank run sand and manufactured sand are not acceptable. Fine aggregate shall conform to ASTM C33, fine aggregate sections.
- D. Coarse Aggregate shall be clean, uncoated, crushed stone or gravel conforming to ASTM C33. Clay and shale particles shall not exceed 1%. Maximum size aggregate allowed is 1/5 of narrowest dimensions between forms of the concrete member or 3/4 of minimum clear spacing between reinforcing bars. For cement finish use 1/8 inch minimum and 3/8 inch maximum size aggregate.
- E. Aggregates containing soluble salts or other substances such as iron sulfides, pyrite, marcasite or ochre which can cause strains on exposed surfaces will not be allowed.
- F. Fly ash shall conform to AASHTO M 295 Class F including the optional requirements in the referenced AASHTO specification except as modified by the following:
 - 1. Loss on ignition 2.0% Max.
 - 2. Moisture content 2.0% Max.
 - 3. Available alkalis as Na₂O 1.5% Max.

Note: Available alkalis up to 2.0 percent may be used, provided mortar expansion test results at 14 days is less than or equal to that of the control sample. The expansion test shall be run in accordance with modified ASTM C 441. The control sample shall be made using cement that will be used on the project. The test sample shall be made using cement and fly ash that will be used on the project.
- G. Fly ash shall be from approved base loaded electric generating plants using a single coal source. Plants using a limestone injection process for controlling air pollutants are not acceptable. Fly ash from the start up and shut down of the plant shall not be used.
- H. Fiber mesh reinforcing shall be used with concrete. The fiber mesh shall be added at the rate of 1 bag per cubic yard or as otherwise recommended by the manufacturer. The fiber shall be added directly to the truck at the time of mixing.

- I. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Engineer.

2.02 CONCRETE ADMIXTURES

- A. Provide admixtures produced by established reputable manufacturers and use in compliance with the manufacturer's printed directions. Do not use admixtures which have not been incorporated and tested in the accepted mixes unless otherwise authorized in writing by the Engineer. All admixtures shall meet standards as specified herein.
- B. Air-Entraining Admixtures shall conform to ASTM C260 and shall be Grace "Darex AEA," Master Builders "MB-VR"; or Sika Chemicals "AER" or approved equal.
- C. Calcium Chloride: Do not use calcium chloride in concrete unless otherwise authorized in writing by the Engineer.

2.03 CONCRETE CLASS

A. Concrete Requirements:

Class of Concrete	Req. Min. Strength at 28 days	Max. Water / 9 Lb Bag
A 40	4000 psi	6.0
B	2500 psi	7.25

1. Class A 40 concrete shall be used for all cast-in-place concrete. It may be used for all concrete requirements.
2. Class B concrete may be used to replace unsuitable materials excavated, fill abandoned structures or as called for on the drawings. Class B concrete shall have a minimum cement content of 5 bags.

B. Grout and Topping:

1. Plain grout where required shall be proportioned as follows:

Constituent	By Volume
Type II Portland Cement	1 part
Sand	2 parts
1/4" aggregate	1-1/2 parts

2. Non-shrinking grout shall be Embeco, Pour-Rok, or approved equal.

C. Flowable Mortar Material

1. The Flowable Mortar Material mix shall be as directed below:

Material	Rate Per Cubic Yard
Portland Cement, Type II	100 lb
Fine Aggregate	2600 lb
Course Aggregate	None
Water	60 gallons
Fly Ash, Class C	300 lb

2. The fine aggregate used in this material shall conform to the following gradation:

Sieve Size	Percent Passing
3/8"	100%
No. 200	0-10%

2.04 CONSISTENCY

- A. Consistency required for each pour shall be established in advance by the Contractor in cooperation with the Engineer in accordance with ASTM C143 and the following slump ranges:

Type of Construction	Slump	Air
8" Walls	4" - 5"	3% - 6%
10" to 12" Walls	2" - 3"	3% - 6%
14" and Thicker Walls	1" - 3"	3% - 6%
Interior Floor Slabs	1" - 4.5"	3% - 6%
Footings	1" - 4.5"	3% - 6%
Sidewalk	1" - 4.5"	5% - 7.5%
Curb and Gutter	1" - 4.5"	5% - 7.5%
Pavement (Formed)	1" - 4.5"	5% - 7.5%
Pavement (Slipformed)	2" or less	5% - 7.5%
Miscellaneous	1" - 4.5"	5% - 7.5%

- B. Concrete shall be of a consistency as to ensure the required workability and result in compacted masses having dense, uniform surfaces. In general, the consistency of concrete mixture shall be such that:
1. The mortar will cling to the coarse aggregate.
 2. The aggregate will not segregate in the concrete.
 3. The concrete when dropped directly from the discharge chute of the mixer will flatten out at the center of the pile, but the edges of the pile will stand and not flow.
 4. The concrete and mortar will show no free water when removed from the mixer.
 5. The concrete will slide and not flow into place when transported in metal chutes at an angle of 30 degrees with the horizontal.
 6. The surface of the finished concrete will be free from a surface film of "laitance."
- C. Any concrete mix failing to meet the above outlined consistency requirements, although meeting the slump requirements, will be considered unsatisfactory; and the mix shall be changed to correct such unsatisfactory conditions.

2.05 PROPORTIONING OF MATERIALS

- A. The proper proportioning of aggregates and cement will be determined by the Contractor and the professional testing laboratory. The proportioning of aggregates will be the most suitable combination of aggregates which will give the necessary workability and desired consistency when mixed with water and cement as specified.

- B. The ratio of cement to dry, fine aggregate shall be that necessary to provide the maximum density of the mixture when used with the minimum amount of water required to produce the specified slump in the resulting concrete. This determination of the proper ratio shall be made by a testing laboratory at the expense of the Contractor, using representative samples of the aggregates which will be used. Laboratory recommendations shall be submitted to the Engineer.

2.06 EXPANSION JOINT MATERIAL

- A. Expansion joint material shall be pre-molded, non-extruding asphalt impregnated joint filler conforming to ASTM D1751-73 unless shown otherwise on the plans. Joint materials shall be full depth of slab or joint and unless otherwise indicated 1/2 inch thick.

PART 3 EXECUTION

3.01 STORAGE OF MATERIALS

- A. Cement shall be stored in well ventilated weatherproof buildings which will protect the cement from dampness. The floor supporting the cement shall clear the ground a sufficient distance to prevent the absorption of moisture by the cement. The Engineer may permit small quantities of cement to be stored in the open for short periods of time (maximum of 48 hours) if a raised storage platform and adequate waterproof covering are provided. Lumpy or partially set cement shall not be used, and such cement shall be removed from the premises.
- B. The handling and storage of concrete aggregate shall be such as to prevent the admixture of foreign materials. If the aggregates are stored on the ground, sites for stockpiles shall be grubbed, cleared of all weeds and grass and leveled off. The bottom layer of aggregate shall not be disturbed or used without cleaning. Unless otherwise authorized by the Engineer, all fine aggregate shall be stockpiled at least 24 hours to reduce the free moisture content.

3.02 MIXING CONDITIONS

- A. The concrete shall be mixed in quantities required for immediate use, and any concrete which is not in place within 30 minutes after being discharged from the mixer shall not be used. Retempering of concrete will not be permitted.
- B. Where work has been started and changes in weather conditions require protective measures to be used, the Contractor shall furnish adequate shelter to protect the concrete against damage from rainfall or damage due to freezing temperatures. In case it is necessary to continue mixing operations during rainfall, the Contractor shall provide protective coverings for the material stockpiled as well as for the concrete being placed. The covering for aggregate stockpiles will be required only to the extent as may be necessary to control the moisture conditions in the aggregates so that adequate control of the consistency of the concrete mix may be maintained.
- C. No concrete shall be mixed without the approval of the Engineer when the air temperature is at or below 40° F (taken in the shade away from artificial heat) and falling. If authorized by the Engineer, concrete may be mixed when the air temperature is at 35° F and rising. When permission is given for mixing when the temperature is below 40° F, the following requirements shall govern:
 - 1. Water used for mixing shall be heated either by steam or by dry heat to a temperature of at least 70° F but not over 150° F.

2. Aggregates shall be heated either by steam or by dry heat to a temperature of at least 70° F but not over 150° F.
3. The heating apparatus shall be such as to heat the mass of aggregates uniformly and preclude the occurrence of hot spots which will burn the material. Temperature of mixed concrete shall conform to the following when placed in the forms:

TEMPERATURES FOR CONCRETE PLACED AND CURED IN COLD WEATHER		
	Thin Sections ¹	Mass Concrete ²
Minimum Temperature of Fresh Concrete as Mixed For Weather Below 40° F		
Above 30° F	60° F	55° F
0 to 30° F	65° F	60° F
Below 0° F	70° F	65° F
Minimum Temperature of Fresh Concrete After Placing and For First Four Days		
	55° F.	45° F
Maximum Allowable Gradual Drop in Temperature Throughout First 24 Hours After End of Protection		
	40° F	30° F

¹Thin sections shall be defined as 12" thick or less.

²Mass Concrete shall be 12 1/2" thick or thicker.

4. After the concrete has been placed, the Contractor shall provide sufficient protection such as cover, canvas, framework, heating apparatus, etc., to enclose and protect the structure and maintain the temperature of the mix at not less than 55° F until at least 60% of the designed strength has been attained.
5. The use of an accelerating agent in lieu of proper cold weather protection will not be authorized. In hot weather suitable precautions shall be taken to avoid drying of the concrete prior to finishing operations. Use of windbreaks, sunshades, fog sprays, or other devices shall be provided.
6. Concrete deposited in hot weather shall not have a placing temperature that will cause difficulty from loss of slump, flash set or cold joints. Concrete temperatures shall be less than 90° F.

3.03 CONCRETE PLACEMENT

- A. Before placing concrete, the Contractor shall see that bottoms of form are properly leveled off and free of foreign materials. Forms shall be oiled or wetted prior to placing concrete. Excess water shall be removed from the forms before any concrete is deposited.
- B. The concrete shall be placed in the structure immediately after mixing. Concrete shall be placed in continuous horizontal layers approximately 12 inches in thickness. Not more than 1 hour shall elapse between the placing of successive layers of concrete in any portion of the structure included in a monolithic placement. Special care must be used to thoroughly surround all reinforcement with concrete and to leave no air space or other void in this work. All concrete shall be well vibrated into all areas of forms.

- C. No concrete shall be used after its initial set has taken place, and no retempered concrete will be allowed under any circumstances or conditions.
- D. Concrete handling from the point of delivery and transfer to the concrete conveying equipment and to the locations of final deposit shall be completed as rapidly as practicable by methods which will prevent segregation and loss of concrete mix materials.
- E. Mechanical equipment for conveying concrete shall be provided to ensure a continuous flow of concrete at the delivery end. Provide runways for wheeled concrete conveying equipment from the concrete delivery point to the locations of final deposit. Keep interior surfaces of conveying equipment, including chutes free of hardened concrete, debris, water, snow, ice and other deleterious materials.

3.04 CONSTRUCTION JOINTS

- A. Construction joints shall be made at the locations indicated on the plans or at such other locations as designated by the Engineer. In no case shall vertical joints be made in walls at or near corners. Proper bonding shall be obtained in accordance with the above specifications and the CRSI.
- B. Keys shall be provided in all joints where required to provide for either shear or water tightness. The width of the keys shall be approximately 1/2 the thickness of the section at that point, and they shall be 1/2 as deep as they are wide unless otherwise specified.
- C. All concrete shall be deposited in forms at such rate that the forms will be filled at any point with a vertical rise of concrete surface of not less than 2 feet per hour. Where necessary, the forms shall be bulkheaded off and construction joint made to provide a form which will be filled at the above specified rate. The location of these construction joints shall be approved by the Engineer.
- D. If any concrete is allowed to stand at any elevation below the finished grade or top surface for more than 2 hours without fresh concrete being applied thereon, the top surface shall be considered a construction joint and shall be constructed in accordance with these specifications and provided with keys and water sealing strips.
- E. The Contractor shall furnish and install water stops in all construction joints. The water stops shall be fabricated from a plastic compound, the basic resin of which shall be polyvinyl chloride. The joint shall be a Durajoint and/or Duraseal as manufactured by Electrovert Inc., or approved equal. The water stop shall be thoroughly embedded in the concrete on each side of the joint. Care shall be taken to keep the material clean and free from dirt and from being damaged in any way during the process of placing the concrete. The sealing strip shall be continuous throughout the length of each construction joint including around corners. All water stops shall be accurately located in the construction joint.
- F. Where practicable, vertical construction joints shall make a slight angle with the vertical, not to exceed 1/2 inch per foot, in such manner that the freshly deposited concrete will overhang the hardened concrete, allowing the new concrete to settle upon the old during the process of hardening.

3.05 PROTECTING AND CURING

- A. All concrete, regardless of temperature, weather, or season, shall be protected from premature drying. Surface cracking shall be a cause for rejection, removal and replacement. Any concrete poured during freezing or hot weather conditions shall be protected. No salts or other non-freezing materials shall be used. All fresh concrete shall be protected from open rain. All concrete shall be kept damp for at least 6 days after pouring. Membrane curing may be used.

Membrane curing compound if used shall be a resin base type approved by the Engineer. Curing will not be required longer than 72 hours if high early strength concrete is used.

3.06 FINISH OF FORMED SURFACES

A. Rough Form Finish:

1. Provide as-cast rough form finish to formed concrete surfaces that are to be concealed in the finish work or by other construction unless otherwise indicated.
2. Standard rough form finish shall be the concrete surface having the texture imparted by the form facing material used with the tie holes and defective areas repaired and patched and all fins and other projections exceed 1/4 inch in height rubbed down or chipped off.

B. Smooth Form Finish:

1. Provide as-cast smooth form finish for formed concrete surfaces that are to be exposed to view or that are to be covered with a coating material applied directly to the concrete, or a covering material bonded to the concrete such as waterproofing, damp-proofing, painting or other similar system.
2. Produced smooth form finish by selecting form material to impart a smooth, hard, uniform texture and arranging them orderly and symmetrical with a minimum of seams. Repair and patch defective areas with all fins or other projections completely removed and smoothed.

C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces occurring adjacent to formed surfaces, strike off, smooth and finish with a texture matching the adjacent formed surfaces. Continue the final surface treatment of formed surfaces uniformly across the adjacent unformed surfaces unless otherwise shown.

3.07 MONOLITHIC SLAB FINISHES

A. Float Finish:

1. Apply float finish to monolithic slab surfaces that are to receive trowel finish and other finishes as hereinafter specified.
2. After placing concrete slabs do not work the surface further until ready for floating. Begin floating when the surface water has disappeared or when the concrete has stiffened sufficiently to permit the operation of a power-driven float or both. Consolidate the surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Check and level the surface plane to a tolerance not exceeding 1/4 inch in 10 feet when tested with a 10-foot straightedge placed on the surface at not less than 2 different angles. Cut down high spots and fill all low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat the surface to a uniform, smooth granular texture.

B. Trowel Finish:

1. Apply trowel finish to monolithic slab surfaces that are to be exposed to view unless otherwise shown and slab surfaces that are to be covered with epoxy terrazzo, resilient flooring, paint, or other thin-film finish coating system.
2. After floating, begin the first trowel finish operation using a power-driven trowel if desired.

3. Consolidate the concrete surface by the final hand troweling operation, free of trowel marks, uniform in texture and appearance and with a surface plane tolerance not exceeding 1/8 inch in 10 feet when tested with a 10-foot straightedge. Grind smooth surface defects which would telegraph through an applied floor covering system.

C. Non-slip Broom Finish:

1. Apply non-slip broom finish to exterior and interior concrete platforms and bridges, steps, walks and ramps and elsewhere as shown on the drawings or in schedules.
2. Immediately after trowel finishing slightly roughen the concrete surface by brooming in the direction perpendicular to the main traffic route. Coordinate the required final finish with the engineer before application.

3.08 CONCRETE SURFACE REPAIRS

A. Patching Defective Areas:

1. Repair and patch defective areas with cement mortar immediately after the removal of the forms but only after the Engineer has inspected the defective area.
2. Cut out honeycomb, rock pockets, voids over 1/2 inch diameter and holes left by tie rods and bolts, down to solid concrete, but, in no case, to a depth of less than 1 inch. Make edges of cuts perpendicular to the concrete surface. Before placing the cement mortar, thoroughly clean, dampen with water and brush coat the area to be patched with neat cement grout. Proprietary patching compounds may be used when acceptable to the Engineer.
3. For exposed-to-view surfaces blend white Portland cement and standard Portland cement so that when dry the patching mortar will match the color of the surrounding concrete. Provide test areas at inconspicuous locations to verify mixture and color match before proceeding with the patching. Compact mortar in place and strike off slightly higher than the surrounding surface.
4. Fill holes extending through concrete by means of a plunger type gun or other suitable device from the last exposed face, using a slush stop held at the exposed face to ensure complete filling.

B. Repair of Formed Surfaces:

1. Repair exposed-to-view formed concrete surfaces where possible that contain defects which adversely affect the appearance of the finish. Remove and replace the concrete having defective surfaces if the defects cannot be repaired to the satisfaction of the Engineer. Surface defects as such include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets and holes left by the rods and bolts; fins and other projections on the surface, and stains and other discoloration that cannot be removed by cleaning.
2. Repair concealed formed concrete surfaces where possible that contain defects that adversely affect the durability of the concrete. If defects cannot be repaired, remove and replace the concrete having defective surfaces. Surface defects as such include cracks in excess of 0.01 inch wide, cracks of any width and other surface deficiencies which non-reinforced sections, honeycomb, rock pockets, holes left by tie rods and bolts and spalls except minor breakage at corner.

C. Repair of Unformed Surfaces:

1. Test unformed surfaces such as monolithic slabs for smoothness and to verify surface plane to the tolerances specified for each surface and finish. Correct low and high areas as herein specified.
2. Test unformed surfaces sloped to drain for trueens of slope in addition to smoothness, using a template having the required slope. Correct high and low areas as herein specified.
3. Repair finished unformed surfaces that contain defects which adversely affect the durability of the concrete. Surface defects as such include crazing, cracks in excess of 0.01 inch wide or that penetrate to the reinforcement or completely through non-reinforced sections regardless of width, sapling, pop outs, honeycomb, rock pockets and other objectionable conditions.
4. Correct high areas in unformed surfaces by grinding after the concrete has cured sufficiently so that repairs can be made without damage to adjacent areas.
5. Correct low areas in unformed surfaces during or immediately after completion of surface finishing operations by cutting out the low areas and replacing with fresh concrete. Finish repaired areas to blend into adjacent concrete. Proprietary patching compounds may be used when acceptable to the Engineer.
6. Repair defective areas except random cracks and single holes not exceeding 1 inch diameter by cutting out and replacing with fresh concrete. Remove defective areas to sound concrete with clean, square cuts and expose reinforcing steel with at least 3/4 inch clearance all around. Dampen all concrete surface in contact with patching concrete and brush with a neat cement grout coating or use concrete bonding agent. Place concrete before grout takes its initial set. Mix patching concrete of the same materials to provide concrete of the same type of class as the original adjacent concrete. Place, compact and finish are required to blend with adjacent finished concrete. Cure in the same manner as adjacent concrete
7. Repair isolated random cracks and single holes not over 1 inch in diameter by the dry-pack method. Groove the top of cracks and cut out holes to sound concrete and clean of dust, dirt and loose particles. Dampen all cleaned concrete surfaces and brush with neat cement grout coating. Place dry-pack before the cement grout takes its initial set. Mix dry-pack consisting of 1 part Portland cement to 1-1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing. Compact dry-pack mixture in place and finish to match adjacent concrete. Keep patch areas continuously moist for not less than 72 hours.
8. Repair methods not specified above may be used subject to the acceptance of the Engineer.

3.09 DEFECTIVE WORK

- A. Concrete work which does not conform to the specified requirements, including strength, tolerances, and finishes shall be corrected at the Contractor's expense without extension of time therefor. The Contractor shall also be responsible for the cost of corrections to any other work affected by or resulting from corrections to the concrete work.

* * * END OF SECTION * * *

SECTION 03 30 53 POND CONCRETE STRUCTURES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions, apply to the Work specified in this Section.
- B. Related Work Specified Elsewhere:
 - 1. Concrete - Division 3
 - 2. Site Excavation and Fill - Section 32 23 16 & 23
 - 3. Sanitary Sewer Piping - Section 33 31 00
 - 4. Miscellaneous Metals - Section 05500

1.02 DESCRIPTION OF WORK

- A. The Work covered under these specifications shall include the furnishing of all material, labor, tools, and equipment necessary to furnish, install, and construct complete in place all pond structures as shown on the drawings and specified herein.
- B. When the term "Pond Structure" is used in these specifications, it shall mean a structure which is placed in the pond, on/in the pond dike, and shall apply to all types of pond structures such as headwalls, depth indicators and inlet, outlet, flow measuring, and pond level control structures, etc.

1.03 MEASUREMENT AND PAYMENT

- A. Pond Structures shall be measured in units as specifically called for in the Bid Form.
- A. The price bid for pond structures, complete in place, shall be full compensation for furnishing all materials, labor, equipment, and incidentals necessary to construct and place in satisfactory operating condition the structures, including excavation, backfill, and grading. The price bid shall include and constitute full compensation for all fittings, miscellaneous metals, connections and other appurtenances as required.
- B. The removal of existing pond structures, and related materials shall not be paid for separately but shall be included in the prices indicated in the Bid Form. The payment shall include all costs associated with removing the materials such as: locating, excavating, removing, disposing of materials, and other items.

PART 2 PRODUCTS

2.01 TRASH GUARD

- A. The trash guard shall be of the size and shape as shown on the plans. Metal bar grating shall be aluminum or stainless steel. Grating shall be constructed with I-bar bearing bars or rods and frame. The trash guard shall be hinged so the unit can be easily raised without disconnection. Hardware used to connect the trash guard to the concrete structure shall be composed of stainless steel.

2.04 CONCRETE

- A. All cast-in-place concrete shall conform to the requirements of Section 03 30 00 - Cast in Place Concrete.

PART 3 EXECUTION

3.01 LOCATIONS

- A. The pond structures shall be constructed at the locations and elevations as shown on the plans or as directed by the Engineer.

3.02 CONSTRUCTION

- A. All pond structures shall be constructed of concrete materials conforming to Division 3 unless otherwise shown on the plans and specified herein.

3.03 BACKFILLING

- A. After completion of footings, walls, and other construction below the elevation of the final grades and prior to backfilling, all forms shall be removed and the excavation cleaned of all trash and debris.
- B. The Contractor shall protect the structure from all elements and from displacement during backfill operations. If any displacement of a structure occurs, the Contractor shall repair all resulting damage and return the structure to the original position required at his own expense.
- C. The backfill material shall be placed to the lines and grades as shown in the plans and as specified in Section 31 23 33.

3.04 SURFACE FINISH

- A. The ground surface of the surrounding area shall be finished and smoothed to the lines and grades as shown on the plans.
- B. The requirements for the ground surface finish of the surrounding area shall conform to the requirements of the specifications relating to the surface to be replaced.
- C. Concrete surface finishes shall be as specified in Division 3.

* * * END OF SECTION * * *

SECTION 10 14 23 PANEL SIGNS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract including General and Supplementary Conditions shall apply to Work covered in this section.

1.02 DESCRIPTION OF WORK

- A. This Section includes all labor, material, equipment and services necessary to furnish and install the signs called for on the plans and in these specifications.

1.03 SUBMITTALS

- A. The Contractor shall submit for review copies of shop drawings and samples for materials specified herein in accordance with the requirements of Section 01 33 23 and the requirements as hereinafter specified.
- B. Shop drawings shall, at a minimum, indicate:
 - 1. Material and dimensions
 - 2. Letter size and layout
 - 3. Colors

1.04 MEASUREMENT AND PAYMENT

- A. Signs shall be measured and paid for per each, complete in place. The price bid for each sign, complete in place, shall constitute full payment for furnishing and erecting the sign in accordance with the details shown on the plans and specifications.

PART 2 PRODUCTS

2.01 FENCE SIGNS

- A. The Contractor shall supply and install the signs according to the specifications below mounted directly to the fence with a spacing of approximately 500 feet.
 - 1. Size: 18 inches tall, minimum
 - 2. Materials: ¼" thick fiberglass, aluminum alloy 0.080" thick or 14 gauge zinc coated steel conforming to ASTM A93.
 - 3. Lettering and Colors: Letters shall be a minimum of 2 inches tall, centered on sign and shall be black with white background and shall read:

**No Trespassing:
Wastewater Treatment
Facility**

PART 3 EXECUTION

3.01 SIGN INSTALLATION

- A. The Contractor shall install the signs where shown in the plans. Signs shall be installed on the fence for permanent placement. Signs shall be placed on the fence with #9 wire.

* * * END OF SECTION * * *

SECTION 31 11 00 CLEARING AND GRUBBING

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions, shall apply to the work covered in this section.

1.02 DESCRIPTION

- A. This Section describes the work related to clearing, grubbing and disposal of materials from the project work sites. Each Contractor shall accept all sites in their present condition.
- B. Clearing and grubbing will consist of the removal and disposal of trees, stumps, brush, roots, vegetation, logs, rubbish, and other objectionable natural or manmade material, on or next to the site of the work. All grubbing shall be limited to those areas where new construction is shown.
- C. All existing fences interfering with the construction operations shall be removed, salvaged, and reconstructed as shown on standard drawings after completion of the work. The reconstructed fences shall, in every way, be equal to or superior to the fence removed.

1.03 MEASUREMENT AND PAYMENT

- A. No field measurement for the item of clearing and grubbing will be required. Clearing, grubbing, stripping, etc., will not be measured for direct payment. Payment for clearing, grubbing, stripping, etc., will be considered incidental work pertaining to the contract and shall be included in the Contract Unit prices as shown on the Bid Form.
- B. Measurement and payment of tree removal and disposal will be made for units of each tree removed and disposed where identified in the plans. Measurement of trees smaller than 6 inches in diameter will not be made and will be considered incidental to the project cost. The measurements of tree diameter will be made at a point 2 feet above the ground. Payment for the removal and disposal of trees larger than 6 inches in diameter will be made at the contract unit price as shown on the Bid Form. Payment shall be full compensation for all labor, equipment and materials required to clear and grub the work site. Payment for the removal and disposal of trees smaller than 6 inches in diameter will not be made separately and will be considered incidental work pertaining to the Contract.
- C. Measurement for the removal and replacement of fences will be measured at a per linear foot basis. Payment for the removal and replacement of fences will be made at the contract unit prices on the Bid Form. Payment shall be full compensation for all labor, equipment and materials required to complete to work.
- D. All completed work must be approved by the Owner and/or the Owners representative before payment.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL

- A. The Contractor will be responsible to find a suitable site to stockpile any materials generated from the work prior to proper disposal.

3.02 PROTECTION

- A. Trees, shrubs and brush designated for preservation by the Owner's representative, shall be carefully trimmed to reduce the damaged surface to a clean cut as directed. Trees, shrubs, etc., so designated shall be protected from scarring, barking, or other injuries during construction operations.

3.03 CLEARING

- A. The entire project site shall be cleared of all trees, stumps, brush, logs, and rubbish only as required to complete construction except such trees and brush as may be designated by the Owner to be left in place. The landowner must be notified before any tree is removed from the premises.

3.04 GRUBBING

- A. On areas required for construction of embankments, all stumps, roots, etc., shall be removed to a depth of at least one foot below the existing ground surface.
- B. On areas required for borrow sites and material sources, stumps, roots, etc., shall be removed to the complete extent necessary to prevent such objectionable matter becoming mixed with the material to be used on construction.
- C. Stump holes and other holes from which obstructions have been removed shall be backfilled and compacted in accordance with the requirements of the applicable sections of those specifications dealing with the excavation, backfill, embankment and compaction in the areas affected.

3.05 CLEANING OF THE WORK SITE

- A. All materials cleared and grubbed shall be disposed of as outlined in these specifications or as directed by the Engineer or Owner. All trees, shrubs, brush, and other vegetation shall be removed and disposed of on a daily basis.
- B. Before the work will be considered complete, the Contractor must remove all surplus materials, tools, equipment, weeds, brush, rubbish, stumps, or other objectionable materials, leaving the site of the work and all portions of the finished work clean, unobstructed and ready for use.

3.06 WASTE DISPOSAL

- A. Materials and debris shall be removed from the project site. The Contractor shall be in charge of finding a proper disposal site. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, and regulations governing the disposal of solid wastes.
- B. All perishable material shall be removed from the site. If burned, it shall be under the constant care of competent workmen and in such a manner that the surrounding vegetation and adjacent property is not jeopardized. The Contractor will be responsible for compliance with all federal, state, and local laws and regulations applicable to burning and controlling fires.

- C. If the Contractor locates and uses a disposal site at his own expense, the Contractor shall, prior to certification of project completion, obtain and furnish to the Owner a lien waiver or a letter of satisfaction written by the property owner of the disposal area and addressed to the Owner.

* * * END OF SECTION * * *

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SECTION 31 23 16 & 23 SITE EXCAVATION AND FILL

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract including General and Supplementary Conditions apply to the work specified in this section.
- B. Related Work Specified Elsewhere:
 - 1. Temporary Controls - Section 01 57 00
 - 2. Site Watering - Section 01 57 26
 - 3. Subsurface Investigations - Section 02 01 00
 - 4. Pond Concrete Structures - Section 03 30 53
 - 5. Clearing and Grubbing - Section 31 11 00
 - 6. Erosion Control - Section 31 25 00
 - 7. Seeding and Fertilizing - Section 32 92 19

1.02 DESCRIPTION OF WORK

- A. The Work covered by this section of the specifications shall consist of furnishing all plant, labor, and equipment, appurtenances and material, and of performing all operations related to the excavation of ditches, placing fill, compaction, and grading required for the rehabilitation of the stabilization pond dikes and other related facilities in accordance with these specifications and in conformity with the dimensions and typical sections shown on the plans and with the lines and grades established by the Engineer.
- B. The Owner shall be responsible for providing all slope and grade staking and other staking as may be necessary to complete construction, as set forth in Section 01 32 23.

1.03 CLASSIFICATION OF EXCAVATION

- A. "Solid rock excavation" shall include all solid rock in ledges, imbedded deposits in unstratified masses, also conglomerate deposits so firmly cemented as to present all characteristics of solid rock and which cannot be removed without drilling and blasting. All boulders containing a volume of more than one cubic yard will be classified as "solid rock excavation. " The responsibility and cost of satisfactorily demonstrating to the Engineer that the material being considered for rock excavation cannot be removed by means other than drilling and/or blasting shall be the obligation of the Contractor.
- B. Shale, regardless of the nature of deposit, will not be considered as rock excavation unless so designated on the plans.
- C. Frozen condition for any of the different classified materials taken from excavation shall not constitute a basis for a claim for extra compensation for extra work on the part of the Contractor.
- D. Should rock (solid material not removable without blasting or power hammer) be encountered, one of the following procedures will be followed upon agreement between the Owner, Contractor and Engineer:
 - 1. The line and grades will be adjusted; or
 - 2. Excavation will continue at a unit price negotiated between the Owner and Contractor.

1.04 MEASUREMENT AND PAYMENT

- A. The quantity of excavation and borrowed fill material were determined from CADD software as being the difference in volume between the existing surface and the final grade of the finished surface as shown in the plans. The quantities and classification of excavation and borrowed fill material have been calculated for the Contractor's information and are shown in the Bid Form. The quantity of material will not be measured unless significant changes to the lines, grades and elevations are directed by the Engineer. It is the responsibility of the Contractor to have complete understanding of the relationships between the material quantities and prepare the bid accordingly. Shrinkage factors have not been applied to the quantities. The Contractor shall adjust the bid prices as needed to account for shrinkage, if needed.
- B. Excavated material used for borrow material will not be measured for payment but shall be determined based on the calculation described previously.
- C. Payment for borrowed fill material shall include all labor and materials required to haul, place, and compact the fill material at the locations shown in the plans. All costs incidental to placing in layers, compacting, discing, mixing, sloping, and other necessary operations of the embankments will be included in the contract price for fill.
- D. Material obtained from on-site excavation shall be included in the unit price bid for excavation. Dirt work, including all subgrade preparation and related work required to construct the ditches and remove unsuitable materials, testing, staking as required, etc., are to be included in the price bid for excavation. If stockpiling of excavated material and later rehandling of such material is required in order to produce the specified embankment, the material so rehandled will not be paid for as the rehandling shall be considered incidental to excavation.
- E. Topsoil removed and stockpiled shall be measured in cubic yards and paid for at the unit price indicated on the Bid Form. The payment shall include the costs for removing, hauling and spreading the topsoil or any other costs associated with stripping and moving the topsoil for future use. The plans quantities will be used for payment unless the Contractor is instructed to change the proposed elevations or dimensions. Topsoil payment will be made when material is stockpiled for use as topsoil on disturbed project areas.
- F. Topsoil placement shall be measured in cubic yards and paid for at the unit price indicated on the Bid Form. This payment shall include the cost of placing topsoil from the stockpile at a minimum depth of 6-inches on areas to be seeded. All costs for removing, hauling, replacing, spreading and reshaping of the topsoil shall be included in the payment listed in the Bid Form. The plans quantities will be used for payment unless the Contractor is instructed to change the proposed elevations or dimensions.
- G. Unsuitable material will be classified as material that is determined, by the Engineer, to be unsuitable for construction of embankments. Unsuitable material includes sands, gravels, saturated soft clays, and organic material. Exceptions include wasted topsoil and vegetative stripping for which no additional considerations will be given. Measurement will be made by cubic yards of material cut from the excavated area and payment made at the price bid per unit on the Bid Form for Excavation.
- H. The solids adjacent to the edge of the bottom of dike shall be removed as directed by the Engineer and as needed for repair of rip rap or to move sludge that is in the way of the Cell 1 outlet. For planning purposes the estimate of sludge to be removed is shown in the plans. The Engineer will verify the need for any changes to this proposed quantity. Volume will be measured by counting loads or measuring the accumulated solids upon completion. The solids removal will be paid based on the price bid per unit on the Bid Form. Payment shall be full

compensation for all work and equipment to remove the solids from the pond by the method chosen by the Contractor. Payment shall also include the transportation of solids to the south end of Cell 1 and spread to a level under two feet of pond depth.

- I. Transferring wastewater from the existing ponds will be paid for at the Contract unit price as indicated in the Bid Form. The payment for this work shall include all costs associated with pumping, hauling, and/or materials which may be necessary to move the wastewater.
- J. The volume for the excavation of unsuitable material as defined hereinafter was determined by computer aided design software that calculates the volume between the existing and proposed surface.

1.05 QUALITY ASSURANCE

- A. Except as hereinafter specified, the Owner or his representative will conduct in-place moisture and density tests, observations and measurements as deemed appropriate to determine conformance with the general intent of the plans and specifications. The results of the tests, observations and measurements made by the Owner shall not relieve the Contractor from completing the work in conformance with the plans and specifications.
- B. The Contractor is responsible for controlling the quality of the work and product and may conduct additional quality control tests as desired for his own information and use at no additional cost to the Owner. The Contractor shall have submitted directly to the Engineer with copies to the Owner, three (3) copies of all field and laboratory tests and reports of inspections performed by him or his agents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL

- A. The Contractor shall inform and be satisfied as to the character, quantity, and distribution of all material to be excavated. No payment will be made for any excavated material which is used for purposes other than those designated. All spoil areas shall be leveled to a uniform line and section and shall present a neat appearance before project acceptance.
- B. Those areas outside of the areas in which the top layer of soil material becomes compacted due to hauling or to any other activity of the Contractor shall be scarified and disced to a depth of 4 inches as directed to loosen and pulverize the soil.
- C. The Contractor shall conduct the operations in such a manner that any required measurements and tests may be taken from the excavated or backfilled area. Measurements and/or tests may be taken either during placement operation or immediately upon completion of backfill placement.
- D. Refer to the Sequence of Operations in Section 01 11 00 for the construction phasing.

3.02 STRIPPING

- A. All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetation, rubbish, and any other unsuitable material within the area to which excavation is to occur, or upon which borrowed fill material is to be placed, shall be cleared, stripped, grubbed, and disposed of in an approved location before the excavation or placing of material is started.
- B. In no case shall such objectionable material be allowed in or under the borrowed fill material for the pond dike.

3.03 EXCAVATION OF SUITABLE MATERIAL

- A. Excavation shall be performed to the lines, grades, and elevations as indicated in the plans or as directed by the Engineer; and material shall be handled so that the requirements for formation of embankments can be followed. During the process of excavation, the grade shall be maintained so that it will be properly drained at all times.
- B. Should the Contractor, through negligence or other fault, excavate below the designated lines or elevations, the excavation shall be replaced with suitable materials and properly compacted in a manner as specified herein under "Formation of Embankments." All replacement work shall be at the Contractor's expense.
- C. The Contractor shall distribute the excavated material as indicated in the plans.
- D. All slopes shall be uniformly dressed to the slope, cross section, and alignment as shown in the plans.
- E. Any removal, manipulation, aeration, replacement, watering and recompaction of suitable materials necessary to obtain the required density shall be considered as incidental to the excavation and borrowed fill placing operations and shall be performed by the Contractor at no additional compensation.

3.04 UNSUITABLE MATERIAL REMOVAL

- A. All unsuitable material excavated at the direction of the Owner's representative shall be disposed of by the Contractor. The over-excavated area will be cross-sectioned prior to the replacement of the suitable fill to provide a measurement of the unsuitable material removed or the removed material will be measured for payment.

3.05 STOCKPILING

- A. If at the time of excavation it is not possible to place any material in its proper section of the permanent construction, it shall be stockpiled in approved areas for later use.
- B. The stockpiled material shall be handled and placed as specified in the section of these specifications covering excavation, borrowed fill material, and topsoil.
- C. Stockpiles of topsoil or any other material shall be located within the project limits as near the final placement site as practicable. When stockpiling within the project limits is not possible, it shall be the Contractor's obligation to arrange for and maintain stockpile sites with no additional payment. Stockpiles of topsoil shall not be placed within 50 feet of fill areas and shall not be placed on areas which subsequently will require any excavation or fill activities.

3.06 BORROW EXCAVATION

- A. Borrow excavation for pond dike fill shall come from the adjacent rubble site or a source determined by the Contractor. The Contractor will be responsible for hauling the required material to site from the stockpile location.

3.07 PREPARATION OF FILL AREA

- A. Prior to the placement of any fill material, the entire layer of topsoil in the area to be raised shall be removed for its entire depth, and/or any vegetation.
- B. A minimum of six (6) inches of material below the bottom of the natural existing topsoil and/or vegetation shall be scarified. The area shall be scarified in furrows uniformly spaced so that at least 50% of the surface will be broken to the required depth. All roots, debris, large stones, or objectionable material that would cause interference with the compaction of the foundation for fill shall be removed from the area and disposed of as specified.
- C. After removal of the topsoil and/or vegetation and scarifying of the material under the embankment areas, the area should be examined by the Owner's representative for the existence of unsuitable materials such as hardpan, loose rock, boulders, sand, gravel, etc. The area shall be filled and compacted in accordance with the section entitled "Formation of Embankments."

3.08 FORMATION OF EMBANKMENTS

- A. Fill with satisfactory materials placed in successive horizontal layers of not more than 8 inches loose depth. All materials used in the fill shall be reasonably free of organic matter such as leaves, grass, roots, and other objectionable material.
- B. The grading operations shall be conducted and the various soil strata shall be placed to produce a soil structure as shown in the typical cross section or as directed. Topsoil shall not be used in the inside embankment areas below the proposed water line.
- C. Operations on earthwork shall be suspended at any time when satisfactory results cannot be obtained because of rain, freezing weather, or other unsatisfactory conditions of the field. The Contractor shall drag, blade, or slope the fill to provide proper surface drainage. Frozen material shall not be placed in the fill nor shall borrowed fill material be placed over frozen material.
- D. The material in the layers shall be of the proper moisture content before rolling to obtain the prescribed compaction. The Contractor shall manipulate the moisture content of the material by wetting or drying as necessary to secure a uniform moisture content throughout the layer. Should the material be too wet to permit proper compaction or rolling, all work on all portions of the fill shall be delayed until the material has dried to the required moisture content. Samples of borrowed fill materials for testing, both before and after placement and compaction, will be taken. From these tests, corrections, adjustments, and modifications of methods, materials, and moisture content will be made to construct the fill.
- E. Compaction and watering shall be continued on all areas of the fill until it has been compacted to 90% of maximum density in accordance with ASTM D698 (standard proctor) at a moisture content between optimum and 3% over optimum.

3.09 TOPSOIL

- A. Enough topsoil shall be stripped and stockpiled from the regular grading areas; or when not available from regular grading areas, from areas selected by the Contractor and approved by the Engineer, to place a minimum of 6 inches compacted depth perpendicular to the slope on all disturbed areas not covered by the riprap .
- B. That portion of the topsoil removed from the pond site not required for topsoil replacement shall be used as fill on the outside half of the pond dike or removed and disposed of.
- C. The Contractor shall set grade stakes for topsoiling to assure proper depth replacement.

3.10 TOLERANCES

- A. The finished top of embankment surfaces shall be of such smoothness that it will not vary more than 0.25 of a foot from true grade as established by grade stakes. Any deviation in excess of this amount shall be corrected by loosening, adding, or removing materials, reshaping, and compacting. The average floor elevation figured by multiple elevation checks over the surface of the pond dikes shall not vary by more than 0.10 feet from the planned elevation.
- B. The finished channel bottom surface shall be uniformly graded to drain. Locations impeding drainage will be directed by the Engineer to be fixed.

3.11 WATERING FOR EMBANKMENTS

- A. Refer to Section 01 57 26 - Site Watering.

3.12 HAUL

- A. No payment will be made separately or directly for haul on any part of the Work. All hauling will be considered a necessary and incidental part of the Work, and its cost shall be considered by the Contractor and included in the contract price for the work involved.

* * * END OF SECTION * * *

SECTION 31 23 33 TRENCHING, BACKFILLING AND COMPACTING

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions, shall apply to the work covered in this Section.
- B. Related Requirements specified elsewhere:
 - 1. Site Watering - Section 01 57 26
 - 2. Existing Conditions - Section 02 01 00
 - 3. Geotechnical Investigation - Section 02 32 000
 - 4. Shoring - Section 31 41 00
 - 5. Seeding and Fertilizing - Section 32 92 19
 - 6. Storm Water Conveyance - Section 33 42 00
 - 7. Sanitary Sewer Piping - Section 33 31 00

1.02 SCOPE

- A. This section covers the excavation of all necessary trenching for underground utilities, and backfilling same, after the pipe and related material and structures have been properly placed, inspected and tested all in accordance with applicable federal, state and local laws and regulations.
- B. The term "structures" as used in these specifications shall include but not be limited to manholes, cleanouts, fittings, and related appurtenances.

1.03 QUALITY ASSURANCE

- A. When requested by the Engineer or Resident Project Representative, the Contractor shall excavate and expose the pipe previously laid at any point.
- B. The Owner will conduct in-place moisture and density tests of trench backfill. The Owner will conduct such tests, observations and measurements as may be deemed appropriate for the Owner's own information and use to determine general conformance and compliance with the general intent of the plans and specifications. The results of the tests, observations and measurements made by the Owner shall not relieve the Contractor from any responsibility for completing the work in conformance with the plans and specifications.
- C. The Contractor shall be responsible for conducting such additional tests, observations and measurements as he deems necessary to demonstrate conformance with the requirements of the plans and specifications.

1.04 MEASUREMENT AND PAYMENT

- A. Trenching, backfilling and compacting are considered incidental work with no separate measurement and payment to be made.
- B. Should rock (solid material not removable without blasting or power hammer) be encountered, one of the following procedures will be followed upon agreement between the Owner, Contractor and Engineer:

1. The line or structure will be relocated; or
 2. Excavation will continue at a negotiated price, or the unit price as shown on the Bid Form. Measurement will be on the basis of actual length, depth and width. The maximum width allowed for payment shall be nominal pipe diameter plus 16 inches at the trench bottom and depth six (6) inches below the proposed invert elevation as shown on the plans.
- C. All boulders containing a volume of more than one (1) cubic yard will be considered solid rock excavation. Shale, regardless of the nature of deposit, will not be considered as rock excavation unless so designated on the plans. The responsibility and cost of satisfactorily demonstrating to the Engineer that the material being considered for rock excavation cannot be removed by means other than drilling and/or blasting shall be the obligation of the Contractor.
- D. Where over-excavation and backfill or other trench bottom stabilization measures are required, the areas requiring stabilization will be measured and paid for at a price negotiated between the Owner and Contractor as per the procedures set forth in the Contract Documents, provided the unstable trench bottom conditions are not due to the fault or neglect of the Contractor.
- E. Dewatering is defined as requiring the use of a manifold or well points system to lower groundwater and allow excavation and construction to take place. When dewatering is required and paid for, it shall be considered as dewatering only in accordance with the requirements of this Paragraph 3.06. The use of sump pump or suctions hose to pump water from the trench shall not be considered "Dewatering" and shall be considered incidental to the project.
- F. The use of rock for trench stabilization when authorized by the Engineer shall be measured and paid for by the ton at a negotiated price or the price shown in the Bid Form, if applicable.

PART 2 PRODUCTS

2.01 BEDDING MATERIAL FOR UNSTABLE TRENCH BOTTOM

- A. Borrowed granular material for unstable trench bottom shall conform to the gradation indicated of size 67 Course Aggregate, ASTM C33 which is indicated below.

<u>Sieve Opening</u>	<u>Bedding Material (Percent Passing)</u>
1"	100
3/4"	90-100
3/8"	20-55
No. 4	0-10
No. 8	0-5

PART 3 EXECUTION

3.01 GENERAL EXCAVATION

- A. All material encountered shall be excavated to the lines and grades as shown on the plans, set by the Engineer or as specified herein.
- B. Unless otherwise shown on the plans, trenches for proposed piping shall be of a depth that will provide a minimum cover of not less than six (6) feet over the top of the pipe as measured from the proposed ground surface.
- C. Where pipe elevation is determined by minimum depth only, the excavation shall be sufficient at all points to grade the pipes on the tangents and vertical curves as dictated by the minimum bending radius of the pipe and fittings as recommended by the manufacturers.
- D. The trenches shall be sufficiently straight between designated angle points to permit the pipe to be laid true to line in the approximate center of the trench.
- E. Intersections with and crossings of other underground utilities shall be as shown on the plans and/or in accordance with applicable state and local laws and regulations. Refer to Section 02 01 00 for additional requirements.
- F. All excavated material suitable for backfilling shall be placed in an area away from the trench edges to avoid overloading, sliding and cave-ins.
- G. The areas immediately adjacent to the trench shall be graded as required to prevent surface water from entering the trenches.

3.02 EXCAVATION AT STRUCTURES

- A. A minimum of twelve (12) inches shall be left between the trench wall and the outside surface of the structure.

3.03 SHEETING, SHORING AND BRACING

- A. Refer to Section 31 41 00 of these specifications.

3.04 ROAD, STREET AND DRIVEWAY CROSSINGS

- A. At such road and all other crossings as may be designated by the Engineer, the trenches are to be mechanically tamped and filled in such a manner as to prevent any serious interruption of traffic upon the roadway or crossing.

3.05 ROCK EXCAVATION

- A. Rock excavation shall be completed to a minimum of eight (8) inches below and on each side of all structures.
- B. Excess excavation shall be backfilled with compacted material conforming to the bedding material required for the material being used.

3.06 DEWATERING

- A. Where water is encountered in a trench, water shall be removed by pumping to lower the water level to such elevation that the pipe may be laid dry at the grade shown on the plans.
- B. All water pumped from the trench shall be disposed of in a manner so as not to cause any damage to adjacent property.
- C. When dewatering is paid for, it shall be considered as dewatering only when a manifold or pump and system of well points is installed to lower ground water such that excavation and construction can take place.
- D. The process of pumping water out of the trench with a suction hose and pump will not be considered as dewatering.
- E. Where seepage of water into the trench occurs that can be removed using standard pumping procedures, it shall not be deemed sufficient cause for installing a system of manifolds and well points and classified as dewatering in order to obtain additional remuneration.
- F. In the event the water from the dewatering procedures can reach the waters of the state, a general dewatering permit shall be required. The Contractor is referred to Section 01 35 13 - Special Project Procedures for information relating to the permit requirements. To obtain information on the permit requirements the Contractor should contact the South Dakota Department of Environment and Natural Resources at (605) 773-3351.

3.07 TRENCH BOTTOM PREPARATION

- A. The sides of all trenches shall be vertical from the bottom of the trench to a point one (1) foot above the top of the pipe.
- B. The width of the trench shall be greater than six (6) inches but less than twelve (12) inches on each side of the pipe bell.
- C. The bottom of all trenches for underground piping shall be carefully and accurately formed to the lines and grades as shown on the plans, set by the Engineer or as specified herein.
- D. Removal of rock, boulders, and large stones, or other manmade material shall be completed in accordance with Paragraph 3.05 of this specification.
- E. If the trench bottom is inadvertently excavated deeper than necessary, it shall be backfilled to the proper grade with compacted bedding material.

3.08 UNSTABLE TRENCH BOTTOM

- A. Whenever wet, soft or unstable soils incapable of properly supporting the pipe, or other appurtenances are encountered in the trench, the Contractor shall be required to remove the unsuitable materials and backfill to the proper grade with concrete, granular material or other suitable approved material as directed by the Engineer.
- B. Backfill material shall be compacted to provide a firm and level support for the piping system. Firm support is defined as no visual deformation in the surface when workers walk on the compacted material.

3.09 BACKFILLING AND COMPACTING

- A. Any trenches improperly backfilled or showing excessive settlement shall be reopened to a depth required for proper compaction.
- B. Backfill material shall be free of boulders, frozen clods, large roots, excessive sod or other vegetation, construction debris. No backfilling shall take place in freezing weather without written permission from the Engineer.
- C. Bedding material and bedding material compaction shall consist of borrowed granular material and shall conform to the requirements of Section 33 31 00 and/or Section 33 42 00.
- D. The embedment material above the bedding material shall be finely divided material free from debris, organic material, and clods, lumps or stones larger than 1-1/2 inches maximum diameter. The material shall be borrowed material or job site excavated material. Embedment material shall be placed in uniform layers not more than eight inches (8") thick and compacted to 95% maximum density as determined by ASTM D698 and a moisture content of between 4% below and 4% above optimum moisture until the pipe has a cover of not less than one foot (1').
- E. The remainder of the backfill above the embedment material shall consist of selected material from excavation or borrow, and shall be free from cinders, ashes, refuse, organic and frozen material, boulders or other materials that are unsuitable. This material shall be placed from 12 inches above the top of the pipe to 6 inches below the ground surface, unless otherwise specified, or to the subgrade elevation for streets or paved surfaces. Under no circumstances shall backfill material that is placed within two feet of the top of the pipe be allowed to contain stones, rocks or other solid debris that is greater than three (3) inches in size.
- F. After completing the bedding and embedment of the pipe as specified, the remainder of the backfill material shall be placed in uniform layers not exceeding one foot (1') and compacted throughout the entire depth of the backfill to at least 95% of the maximum density as determined by ASTM D698 and a moisture content of between 4% below and 4% above optimum moisture obtainable at optimum moisture content for those areas under and within 10 feet of a roadway. Those areas where the utility is crossing open fields and yards shall be compacted to 90% of the maximum density as determined by ASTM D698 and a moisture content of between 4% below and 4% above optimum moisture. In areas under buildings, the trench shall be backfilled in uniform layers and compacted throughout the entire depth of the backfill to at least 98% of the maximum density obtainable at optimum moisture content as determined by ASTM D698 and a moisture content of between 4% below and 4% above optimum moisture.
- G. The Contractor shall moisten or aerate the backfill material to obtain the moisture content required to obtain the specified compaction.
- H. Any settlement of the trench within a period of 1 year from the date of substantial completion shall be brought back to the finished grade with the appropriate cover material. The Contractor shall be responsible for all costs related to this work.
- I. Where sufficient excavated material is not available for backfilling and grading, the Contractor shall at no additional cost to the Owner, be responsible for locating, obtaining and placing additional materials as may be requested. Borrow of topsoil by stripping areas adjacent to the trench will not be allowed.
- J. No more than 300 feet of trench shall be left open at any time. Open trenches shall be properly marked and/or attended. Trenches shall be closed at the end of each day.

3.10 EXCESS EXCAVATION

- A. Materials shall not be wasted without the permission of the Engineer. No payment will be made for any excavated material which is used for purposes other than those designated. All spoil areas shall be leveled or shaped to:
 - 1. the designated uniform line and section as directed by the Owner;
 - 2. provide for proper drainage of the spoil area and surrounding area;
 - 3. a condition and slope to allow maintenance by the Owner; and,
 - 4. present a neat appearance before project acceptance by the Owner
- B. The contractor shall be responsible for securing and maintaining an adequate area where excess material can be stockpiled for future use or waste. The Owner's approval of the site selection shall be required. The Contractor shall be responsible for the final cleanup of the site chosen. The site shall be cleaned to the satisfaction of the property owner, and a lien waiver or a letter of satisfaction written by the property owner and addressed to the Owner.
- C. Excess material not required for embankment shall be removed from the project site or stockpiled at a site designated by the Owner for later use. Such removal, disposal and/or stockpiling shall be at the Contractor's expense.

3.11 TOPSOIL

- A. A All topsoil shall be removed, stockpiled and replaced for its full depth, width and length of the areas disturbed by the construction procedures. All areas shall be left smooth with a minimum of four (4") inches of compacted black dirt throughout the entire area disturbed.
- B. Grass areas shall be reseeded to the full width and length of areas disturbed during construction.
- C. Prior to topsoiling and finish grading, all rough grades shall be corrected, adjusted and brought to the required elevations.
- D. The subgrade surface shall be prepared for topsoiling by cross-discing to a depth of two (2) inches or more to permit bonding of the topsoil to the subgrade.
- E. All stones and other debris greater than two (2) inches in any dimension shall be removed from the surface of the subgrade prior to the placement of the topsoil.
- F. Topsoil material shall not be placed when the topsoil or subgrade is frozen or wet enough to cause clodding.
- G. Topsoiling operations shall be considered complete when the finished surface is:
 - 1. Free of sticks, stones and other material one (1) inch or more in any dimension.
 - 2. Smooth and true to required grades with a maximum allowable deviation of 0.1 foot.
- H. All lawns shall be raked with a landscape rake, garden rake, or other approved equipment to remove all clods, stones, sticks, or other material greater than one (1) inch in any dimension. Trenches shall be slightly crowned and all disturbed areas smoothed to a maximum deviation of 0.1 foot and ready for seeding operations by Contractor prior to acceptance by the Engineer.

* * * END OF SECTION * * *

SECTION 31 25 00 EROSION CONTROL

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions, apply to the work specified in this section.
- B. Related Work Specified Elsewhere:
 - 1. Trenching, Backfilling and Compacting - Section 31 23 33
 - 2. Riprap - Section 31 37 00
 - 2. Seeding and Fertilizing - Section 32 92 19

1.02 DESCRIPTION OF THE WORK

- A. This section includes all labor, materials, equipment and services necessary to furnish and install the types and kinds of slope protection and erosion control to the lines, grades, and thicknesses shown on the drawings.

1.03 SUBMITTALS

- A. The Contractor shall submit for review copies of shop drawings for materials specified herein in accordance with the requirements of Section 01 33 23 and the requirements as hereinafter specified.

1.04 MEASUREMENT AND PAYMENT

- A. Measurement and payment for general slope protection and erosion control not shown in the plans such as and temporary seeding will not be measured for payment but shall be considered incidental to the project. Included incidental items are to furnish, install and maintain the best management practices as necessary to limit erosion and sediment from leaving the construction site.
- B. Measurement and payment for protection of inlets or culverts shall be paid for on a per protection of inlet or culvert basis. Payment shall include full compensation to furnish and install the protection materials, maintain the protection materials, and remove the materials upon established vegetation.
- C. Measurement for temporary erosion control blanket or turf reinforcement mats shall be on the basis of square yard of material in place to the established lines and grades, complete in place. Measurement will be made to the nearest square yard. No allowance shall be made for overlaps, anchorages, staples, etc. Payment for temporary erosion control blanket or turf reinforcement mat will be at the respective contract unit price. The unit price shall be considered full compensation for all labor, material, equipment and incidentals to furnish and install the blanket or mat material.

PART 2 PRODUCTS

2.01 SILT FENCE

- A. Silt fence material shall consist of a temporary vertical barrier of fabric attached to and supported by woven wire and wood or steel posts and entrenched into the ground.
- B. The silt fence material shall be "high flow" and conform to the following:

Physical Property	Test Method	Acceptable Roll Value Typical Test Results
Grab Strength, lbs	ASTM D-4632	200 Minimum
UV Resistance at 500 Hrs	ASTM D-4355	90%
Water Permittivity, sec ⁻¹	ASTM D-4491	2.1
Pore Size – AOS, mm	ASTM D-4751	0.425

- C. Woven silt fence shall be 26 inch wide, 14 ½ gage and have six horizontal wires with six inch or 12 inch spacing of vertical stay wires.
- D. Posts shall be T line posts with five-foot minimum length or wood posts with five foot minimum length.

2.02 STRAW WATTLES

- A. Straw wattles shall consist of weed free straw, excelsior, or coconut husk encased in ultraviolet degradable or biodegradable netting. Anchors for erosion control wattles shall be wooden or other biodegradable stakes.
- B. Straw wattles shall have a minimum diameter of 8.5 inches and a length of 25 feet.

2.03 HYDRAULICALLY APPLIED MULCH

- A. Wood cellulose Fiber Mulch for use with hydraulic application of grass seed and fertilizer shall consist of specially prepared wood cellulose fiber or a combination of wood cellulose and recycled newsprint fibers, processed to contain no growth or germination-inhibiting factors and dyed an appropriate color to facilitate visual metering of the application of materials. On an air-dry weight basis, the wood cellulose fiber shall contain a maximum of 12 percent moisture, plus or minus 3 percent at the time of manufacture. The combination of wood cellulose and recycled newsprint fibers shall contain a maximum of 10 percent moisture plus or minus 3 percent at the time of manufacture. The pH range for either mix shall be between 4.5 and 6.5. The wood cellulose fiber shall be manufactured so that:
 - 1. After addition and agitation in slurry tanks with fertilizers, grass seeds, water, and other approved additives, the fibers in the material will become uniformly suspended to form a homogeneous slurry.
 - 2. When hydraulically sprayed on the ground, the material will form a blotterlike cover impregnated uniformly with grass seed.
 - 3. The cover will allow the absorption of moisture and allow rainfall or applied water to percolate to the underlying soil.

- B. Materials having characteristics making them unsuitable for the purpose intended will be rejected by the Engineer.
- C. Tackifier used in the hydraulic application of grass seed, mulch and fertilizer shall be natural vegetable gum, blended with gelling and hardening agents. This material, when mixed with water becomes a tackifier/binder to act as an agent for erosion control and provides a stable bed for seed germination. This material shall be like or equal to Terra Tack I of 424 Cottage Place, Plainfield, New Jersey.

2.04 TEMPORARY EROSION CONTROL BLANKET (TYPE 2)

- A. Erosion control blanket shall consist of coconut fiber, wood fiber or straw mechanically bound and covered on both sides by netting. The fiber shall be homogeneously blended and evenly distributed throughout the blanket. The netting is UV stabilized polypropylene with mesh openings of approximately 1-in by 2-in or smaller.

PART 3 EXECUTION

3.01 SILT FENCE INSTALLATION AND MAINTENANCE

- A. Silt fencing shall be installed in accordance with the manufacturer's recommendations.
- B. The Contractor shall remove muck from the silt fencing when the muck reaches a depth of approximately $\frac{1}{2}$ the height of the fencing. The Contractor shall dispose of the removed muck at an approved location. Mucking and repair shall be performed when necessary or when directed by the Engineer in conformance with the Storm Water Pollution Prevention Plan as contained in the plans.

3.02 STRAW WATTLE INSTALLATION AND MAINTENANCE

- A. Straw wattles shall be installed in accordance with the manufacturer's recommendations.
- B. Repair shall be performed when necessary or when directed by the Engineer in conformance with the Storm Water Pollution Prevention Plan as contained in the plans.

3.03 HYDRO-MULCHING

- A. As an option the Contractor may elect to accomplish slope erosion control by hydraulically applying mulch.
- B. Wood cellulose fiber mulch, in the amounts specified above, shall be combined with water and the tackifier/binding agents at the rates recommended by the manufacturer of the specific fiber mulch used. The resulting slurry shall be applied hydraulically. The hydraulic application shall be performed in such a manner that the liquid carrier will uniformly distribute the slurry material over the entire area to be protected at rates as specified herein.

3.04 INLET / CULVERT PROTECTION

- A. Inlet protection shall be provided where required and as detailed in the plans. Sediment shall be removed from inlet protection devices after rainfall events and if sediment covers 30% or more of the filtering surface.

3.05 EROSION CONTROL BLANKETS AND TURF REINFORCEMENT MAT

- A. Install temporary erosion control blankets and turf reinforcement mat where indicated in the plans and in accordance with manufacturer's recommendations.
- B. Orient temporary erosion control blankets and turf reinforcement mats in vertical strips and anchored with staples, as indicated. Abut adjacent strips to allow for installation of a common row of staples. Overlap horizontal joints between erosion control blankets and turf reinforcement mats sufficiently to accommodate a common row of staples with the uphill end on top.
- C. Where exposed to overland sheet flow, locate a trench at the uphill termination. Staple the temporary erosion control blanket and turf reinforcement mats to the bottom of the trench. Backfill and compact the trench as required.
- D. Where terminating in a channel containing an installed blanket, the erosion control blanket shall overlap installed blanket sufficiently to accommodate a common row of staples.
- E. Prior to placement of erosion control blankets, the areas shall be properly prepared, shaped, seeded and fertilized.
- F. Erosion control blanket shall be unrolled in the direction of the flow of water when placed in ditches and slopes. The upslope end of the erosion control blanket shall be buried in a trench 6" wide by 6" deep. There shall be at least a 6" overlap wherever one roll of erosion control blanket ends and another begins, with the upslope erosion control blanket placed on the top of the down slope erosion control blanket.
- G. The erosion control blanket shall be pinned to the ground according to the manufacturer's installation recommendations.
- H. After the placement of erosion control blanket, the contractor shall fine grade along all edges of the blanket to maintain a uniform slope adjacent to the blanket and level any low spots which might prevent uniform and unrestricted flow of side drainage directed onto the erosion control blanket.
- I. All ditch sections shall be shaped when installing the erosion control blanket. All cost for shaping the ditches shall be incidental to the contract unit price of erosion control blanket.

* * * END OF SECTION * * *

SECTION 31 37 00 RIPRAP

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions, apply to the work specified in this section.
- B. Related Work Specified Elsewhere:
 - 1. Trenching, Backfilling and Compacting - Section 31 23 33
 - 2. Site Excavation, and Fill - Section 31 23 16&23
 - 3. Seeding and Fertilizing - Section 32 92 19

1.02 DESCRIPTION OF THE WORK

- A. This section includes all labor, materials, equipment and services necessary to furnish and install riprap slope protection to the lines, grades, and thicknesses shown on the drawings.

1.03 SUBMITTALS

- A. The Contractor shall submit for review copies of shop drawings for materials specified herein in accordance with the requirements of Section 01 33 23 and the requirements as hereinafter specified.

1.04 PERMITS, EASEMENTS AND ROYALTIES

- A. The Contractor shall be responsible for obtaining the necessary state and federal permits for the operation of quarries and mines, for making all necessary arrangements with property owners for rights-of-way and easements and for payment of all fees and royalties for furnishing rock fragments, sand bedding, and other materials meeting the requirements of these specifications.

1.05 MEASUREMENT AND PAYMENT

- A. Measurement for filter blanket will be made based on the square yards of material in place to the established line and grades, complete in place. Measurement will be made to the nearest square yard. No allowance shall be made for overlaps, anchorages, staples, etc. Payment for filter blanket will be based on square yards at the contract unit price.
- B. Measurement for riprap will be made based on tons of material in place to the established line and grades and the specified thickness, complete in place. Measurement will be made to the nearest Ton. Payment for riprap will be based on the tons of material placed at the contract unit price indicated in the Bid Form.

1.06 QUALITY ASSURANCE

- A. Upon request, a representative random sample of riprap shall be tested by the Engineer for conformance to the requirements, if necessary.
- B. Additional gradation and material quality tests may be made from in-place riprap as directed by the Engineer.

PART 2 PRODUCTS

2.01 FABRIC FILTER

- A. The fabric filter shall be of monofilament woven or spunbonded construction and shall consist of long chain polymeric filaments or fibers composed of polypropylene, polyethylene, or polyimide. The filaments and fibers shall be oriented and bonded whereby the relative position of the fibers is fixed and will allow the passage of water as specified.
- B. The fabric shall be mildew, insect, and rodent resistant and shall be inert to chemicals commonly found in soil. The geotextile shall conform to the minimum physical property requirements listed in Table 1.

TABLE 1

Physical Property	Test Method	Acceptable Typical Test Results
Weight, oz/sq yd	ASTM D-3776	8.0 (nominal)
Tensile Strength, wet, lbs	ASTM D-4632	215
Elongation, to break, wet	ASTM D-4632	50%
Puncture Strength, lbs	ASTM D-3787	115
Mullen Burst Strength, psi	ASTM D-3786	360
UV Resistance	ASTM D-4355	70%
Water permeability cm/sec	ASTM D-4491	0.25
Water Permittivity sec ⁻¹	ASTM D-4491	1.2
Water Flow Rate	ASTM D-4491	80
Pore Size - EOS	ASTM D-4751	80 US Standard Sieve

- C. The geotextile shall be furnished and stored at the site in a protective wrapping which shall protect the fabric from ultraviolet radiation and from abrasion due to shipping and handling. If the geotextile is to be exposed directly to sunlight in excess of two weeks, the fabric shall be ultraviolet stabilized.
- D. Staples for the fabric shall be made of 11 gauge or heavier steel wire. The staples shall be "U" shaped with a 1-inch crown, and legs with a minimum of 8 inches in length.

2.02 RIPRAP

- A. Individual rock fragments shall be dense, sound, and resistant to abrasion and shall be free from cracks, seams, and other defects that would tend to increase unduly their destruction by water and frost actions.
- B. A minimum of 50% of the rock fragments shall have at least one (1) mechanically fractured face.
- C. Samples prepared and tested in accordance with applicable ASTM designations shall meet the requirements shown in Table 2.

TABLE 2

Specific Gravity (saturated surface - dry basis)	ASTM C127	Greater than 2.65
Water absorption (24 hr immersion)	ASTM C127	Less than 2.0%
Soundness Loss (5 cycle sodium sulfate method)	ASTM C88*	Less than 5.0% loss of weight

* Test procedure conducted on 1-1/2" to 3/4" size crushed particles.

D. Riprap for the uses specified shall be well graded within the limits shown in Table 3.

TABLE 3

CLASS A		
Riprap Size	Size by Weight	%Smaller by Weight
1.30'	200#	100
0.95'	75#	50
0.40'	5#	15

* Size of rock by weight is based upon a unit weight of 165 pounds per cubic foot or a specific gravity of 2.65. If the specific gravity of the riprap to be supplied varies by +/- 0.15, an adjustment in size by weight will be made.

E. "Well graded" is defined as a continuous distribution of particle sizes from the largest to the smallest components in the proportions such that the successively smaller particles just fill the spaces between the larger particles, so that the maximum overall density of riprap can be obtained.

2.03 ROCK SOURCE

- A. Rock for riprap may be obtained from any approved source.
- B. The Engineer reserves the right to make inspection of all quarry sites and quarries. The approval by the Engineer of some rock fragments from a particular quarry site shall not be construed as constituting the approval of all rock fragments taken from the quarry, and the Contractor will be held responsible for the specified quality and gradation of all rock fragments delivered to the site. All rock fragments not meeting the requirements of these specifications as determined by laboratory and field tests and/or inspection at the quarry and site will be rejected.

PART 3 EXECUTION

3.01 QUARRY OPERATIONS

- A. The Contractor shall conform to the applicable federal, state and local rules, regulations and permit requirements in the operation of quarries.

3.02 FABRIC FILTER INSTALLATION

- A. The embankment/riprap fabric filter material shall be placed in the manner and at the locations shown on the project plans. The surface to receive the geotextile shall be prepared to a smooth

condition free of obstructions, depressions, and debris. The fabric shall be placed loosely, not in a stretched condition.

- B. The fabric shall be placed on the slopes to provide a minimum end-of-roll overlap and side-of-roll overlap as recommended by the manufacturer.
- C. The fabric shall be anchored, top and bottom, into the embankment as recommended by the manufacturer.

3.03 RIPRAP PLACEMENT

- A. The riprap need not be compacted. The riprap shall be placed to grade in a manner to ensure that the larger rock fragments are uniformly distributed and the smaller rock fragments serve to fill the spaces between the larger rock fragments in such a manner as will result in well-keyed, densely placed, uniform layers of riprap of the specified thickness. Hand placing will be required only to the extent necessary to secure the results specified above.
- B. The riprap shall be placed in such a manner that will not result in displacement of the filter fabric. The riprap shall be placed in such a manner that will avoid puncturing, displacing, or placing undue stress on the filter fabric. Recommendations of the fabric manufacturer for method of placement, maximum drop heights, etc., will be followed.

* * * END OF SECTION * * *

SECTION 31 41 00 SHORING

PART I GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the contract, including General and Supplementary Conditions, shall apply to work covered in this section.
- B. Related requirements specified elsewhere:
 - 1. Trenching, Backfilling and Compacting - Section 31 23 33
 - 2. Concrete Manholes - Section 33 05 61
 - 3. Sanitary Sewer Piping - Section 33 31 00
 - 4. Storm Water Conveyance - Section 33 42 00

1.02 DESCRIPTION OF WORK

- A. Furnish and install all necessary sheeting, shoring, and bracing to adequately protect all new and existing structures, all existing piping as may be required during construction period, and all new piping.

1.03 MEASUREMENT AND PAYMENT

- A. Sheeting, shoring, and bracing left in place to protect footings, structures, or piping shall be incidental to the contract unit prices as shown on the Bid Form.

PART 2 PRODUCTS

2.01 MATERIALS

- A. All sheeting, shoring, and bracing shall be in good or new condition and shall conform to the requirements of current safety codes and guidelines.

PART 3 EXECUTION

3.01 METHODS

- A. Contractor shall be responsible for the design, installation and maintenance of all sheeting, shoring and bracing as necessary to furnish safe working conditions conforming to the current codes, regulations, and guidelines; to prevent any shifting and movement of material which may endanger personnel; to prevent damage to structures, or other work; and to avoid delay to the work.
- B. Bracing shall be so arranged as not to place any strain on portions of existing structures or utilities or completed work until the general construction has proceeded far enough to provide ample strength.
- C. Trench sheeting shall remain in place until proposed materials have been placed, tested for defects, and repaired if necessary, and the earth around it compacted as required by the specifications.

- D. In general, the sheeting and bracing shall be removed as the excavation is refilled in such a manner as to avoid the caving in of the bank or disturbance to adjacent areas or structures. The voids left by the withdrawal of the sheeting shall be carefully filled and compacted in accordance with the specifications.
- E. No sheeting, shoring, and bracing which is within three feet of the surface of the finished grade may be left in place without the written permission of the Engineer.
- F. It shall be the duty and responsibility of the Contractor to be familiar with all local, state, and federal regulations relating to this type of work and to comply with those regulations.
- G. Contractor shall have "competent person(s)" as defined by OSHA standards 29 CFR 1926.650, 1926.651 and 1926.652; Subpart P – Excavations, on the job site whenever trenching is in progress or open trenches are within the project site.

* * * END OF SECTION * * *

SECTION 32 15 40 GRAVEL SURFACING

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions, apply to work specified in this section.

1.02 DESCRIPTION

- A. This section shall cover the furnishing of all material, labor, plant and equipment necessary to furnish and place the service road gravel in the areas as shown on the plans and as specified herein.

1.03 SUBMITTALS

- A. A complete description and mechanical analysis of the materials to be used in the work covered by this section shall be submitted to the Engineer for review prior to delivery to the site and placement.

1.04 MEASUREMENT AND PAYMENT

- A. Service road gravel will be measured per square yard of surface area of gravel placed on the areas as shown on the plans. Payment for all work and material required to furnish and install service road gravel will be at the Contract Unit Price as indicated on the Bid Form.

PART 2 PRODUCTS

2.01 SERVICE ROAD GRAVEL

- A. The aggregate for graveling service road surfacing shall consist of sound durable particles of gravel and sand, which may include limited amounts of fine soil particles. The material shall be either crushed or pit screened gravel meeting the following physical characteristics and quality:

Passing 1" sieve	100%
Passing 3/4" sieve	82-100%
Passing No. 4 sieve	45-75%
Passing No. 10 sieve	32-62%
Passing No. 40 sieve	10-40%
Passing No. 200 sieve	3-20%
Plastic Index	4-15
L.A. Abra. Test Loss, max.	45

PART 3 EXECUTION

3.01 CONSTRUCTION REQUIREMENTS

- A. The existing top soil on the access road area shall be stripped to a depth of six inches and stockpiled adjacent to the access road. The top soil shall be replaced upon completion of the embankment and gravel surfacing.
- B. The material remaining after stripping top soil shall be scarified to a depth of six inches and recompactd.
- C. The subgrade to a depth of six (6) inches, and the gravel surface material, shall be compacted to a minimum of 90% of standard proctor density (ASTM D698) at plus or minus 5% of optimum moisture.
- D. Prior to placing service gravel, the subgrade shall be shaped to conform to the lines, grades, thickness and cross sections as shown on the plans or established by the Engineer.
- E. The service road gravel shall be uniformly spread to the width and depth shown on the plans.

* * * END OF SECTION * * *

SECTION 32 31 26 WIRE FENCES AND GATES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions shall apply to the Work covered in this section.

1.02 DESCRIPTION OF WORK

- A. This item shall cover the furnishing and installing barbed wire fence and tube steel gates of the type indicated on the plans.

1.03 SUBMITTALS

- A. The Contractor shall submit for review copies of shop drawings and samples for materials specified herein in accordance with the requirements of Section 01 33 23 and the requirements as hereinafter specified.

1.04 MEASUREMENT AND PAYMENT

- A. Measurement and payment for fence shall be by the lineal foot of the type of fence indicated on the Bid Form.
- B. Measurement and payment for gates shall be on the basis of the count per each type and width of gate opening.
- C. Brace panels and corner panels shall be measured for payment. Payment shall be made at the unit price shown in the Bid Form. Payment shall include all appurtenances associated with the brace and corner panels.
- D. The tie-ins to the existing fences shall be considered incidental to the fencing unit price bid.
- E. Payment for the removal and disposal of the existing fence shall be full compensation for removing the existing barb wire fence and posts. The Contractor will be responsible for the disposal of the materials.

PART 2 MATERIALS

2.01 WOOD POSTS – Not used.

2.02 STEEL POSTS

- A. Steel posts shall be T-shaped, painted steel channel, not less than 1.33 lb. per foot and conform to requirements of AASHTO M 281.

2.03 WOVEN WIRE FENCING

- A. Wire Fabric: zinc coated steel wire fencing, with 7 horizontal wires, 26-inch height, 6-inch vertical wire spacing, and 12.5 gauge wire meeting ASTM A-116.

2.04 BARBED WIRE

- A. Barbed Wire: 2-strand, 12-1/2 gauge, zinc coated steel with 2-point barbs spaced approximately 5 inches o.c., ASTM A-121.

2.05 STAPLES

- A. Staples shall be dimpled or barbed type made from No. 9 gauge galvanized wire. Staples shall be a minimum of 1-3/4 inches long.
- B. Steel Post System: Tie wires shall be 11 gauge galvanized wire conforming to ASTM A 116, Class 1.

2.06 PLAIN WIRE

- A. Plain wire used for bracing, etc., shall be No. 9 smooth galvanized soft wire.

2.07 TUBULAR FRAME GATES

- A. The tubular frame gate shall be single frame and shall conform to the width as shown on the plans. The minimum height shall be 52".
- B. The frame shall be formed of round or square steel pipe of the dimensions and gauge shown in the plans.
- C. Each gate frame shall include diagonal truss rod or vertical brace(s) if necessary to insure frame rigidity without sag or twist.
- D. Wire fabric specified above shall be installed on the gate.
- E. Hinges shall be of the number, size and material to suit gate, size, non-lift off type, offset to permit 180 degree gate opening.
- F. Latch – Not used. The Owner will provide a chain and padlock.
- G. Provide a cane bolt for each gate with a length of 24 inches, 1/2" diameter and hold up mechanism.
- G. The steel surfaces of gate materials and hardware shall be coated with the manufacturer's standard coating and/or color.

2.08 FENCE SIGNS

- A. Refer to Section 10 14 23 for information on signs that shall be mounted to the fence in multiple locations.

PART 3 EXECUTION

3.01 INSTALLATION

- A. The fence shall be constructed at the locations and to the details shown on the plans with new materials, and all work shall be performed in a workmanlike manner satisfactory to the Engineer.

- B. The site of the fence shall be sufficiently cleared of obstructions. Surface irregularities shall be graded so that the bottom of the fence may be placed a uniform distance above the ground as shown on the plans.
- C. Posts shall be spaced as shown on the plans and shall be set plumb, and in good line on the side on which the wire is to be fastened. Posts shall be set full depth and shall not be cut off to eliminate rock or other excavation. Bracing of end, anchor, corner, and gate post shall be as shown on the plans.
- D. Gates shall be installed in the locations shown with all hardware, and other parts necessary for complete installation, adjusted in proper working order.
- E. Provide coordination with Owner or operator of adjacent property to ensure livestock are moved out of the area or temporary fence is used, if necessary.

* * * END OF SECTION * * *

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SECTION 32 92 19 SEEDING

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions, shall apply to Work covered in this Section.
- B. Related Work specified elsewhere:
 - 1. Erosion Control - Section 31 25 00
 - 2. Site Excavation and Fill - Section 31 23 16 & 23
 - 3. Trenching, Backfilling and Compacting - Section 31 23 33
 - 4. Sanitary Sewer Piping - Section 33 31 00
 - 5. Storm Water Conveyance - Section 33 42 00

1.02 DESCRIPTION OF WORK

- A. This section covers all labor, materials, equipment and services necessary to prepare the ground surfaces, furnish and apply fertilizer, furnish and sow seed in those areas shown on the plans and in accordance with the specifications by the hydro seeding process.

1.03 QUALITY ASSURANCE

- A. All seed shall be tested by a State Seed Lab or a Commercial Seed Testing Lab within eighteen (18) months prior to the planting date. Seed not planted within the eighteen (18) month period shall be retested for dormant seed, hard seed and germination.

1.04 SUBMITTALS

- A. Upon request, prior to the start of seeding operations, the vendor's certified analysis for the grass seed mixture shall be submitted for the Engineer's review. The information submitted shall state botanical and common name of each seed in the mixture; percentage of each by weight; percentage of purity and germination; and weed seed content.
- B. Upon request, during the seeding operation, the Contractor shall furnish to the Engineer the tag from each bag of seed planted. Each tag shall contain the following information: Name and address of supplier; Suppliers lot number for each kind of seed in the mixture; Purity, germination and other information required by South Dakota Seed Law for each kind of seed; Pounds of bulk seed of each kind of seed in each bag; Total pounds of bulk seed mixture in each bag; Pounds of pure live seed of each kind of seed in each bag; Total pounds of pure live seed mixture in each bag; and Dormant Seed and Hard Seed.
- C. Upon request, the manufacturer's certified analysis and delivery tickets for all commercial fertilizer shall be submitted stating quantity, source and date of delivery.

1.05 MEASUREMENT AND PAYMENT

- A. Seeding and fertilizing of the disturbed areas will be measured on the basis of area, in square yards, actually seeded. Measurement will be to the nearest square yard. Payment shall be on the basis of square yards seeded at the Contract unit price.

- B. Temporary seeding for erosion control will not be measured or paid for directly and shall be incidental to the items included in the Bid Form.

PART 2 PRODUCTS

2.01 GRASS SEED

- A. Provide fresh, clean, new crop seed, complying with the tolerances for purity and germination established by the Official Seed Analysis of North America and the South Dakota Seed Law. Seed shall not exceed 1% weed content. Provide seed of the grass species and proportions as follows:

<u>DOT Type G Mix Grass Variety</u>	<u>Lbs P.L.S./Ac</u>
Western Wheatgrass	7.0
Switchgrass ,	3.0
Indiangrass	3.0
Big Bluestem	3.0
Oats/Spring Wheat	10

Apply at 16 pounds of Pure Live Seed (P.L.S.) per acre.

2.02 COMMERCIAL FERTILIZER

- A. Commercial fertilizer shall be complete formula, uniform in composition, dry and free flowing, pelleted or granular with 50% of total nitrogen derived from natural organic material in a slowly available form. The fertilizer shall be delivered to the site and stored prior to incorporation, in original, unopened containers, bearing the manufacturer's guaranteed analysis.
- B. Fertilizer shall contain the following percentages of available plant nutrients by weight:

Nitrogen	20% (N)
Phosphoric Acid	10% (P)
Potassium	5% (K)

- C. All fertilizer shall conform to the South Dakota Fertilizer Laws and shall be registered with the South Dakota Department of Agriculture.

2.03 HYDRAULICALLY APPLIED MULCH

- A. Bonded fiber matrix shall consist of a continuous layer of elongated fiber strands held together by a water resistant bonding agent. The product shall be 100 percent biodegradable and composed of 90 percent wood fiber, 9 percent natural binder and 1 percent organic and mineral activators (all by weight).
- B. Fiber mulch shall be hydraulically applied at the rate of 2,000 pounds per acre on all areas seeded and other areas deemed necessary by the engineer. Fiber mulch shall be applied in a separate operation following permanent seeding and fertilizing.
- C. Wood cellulose Fiber Mulch for use with hydraulic application of grass seed and fertilizer shall consist of specially prepared wood cellulose fiber or a combination of wood cellulose and recycled newsprint fibers, processed to contain no growth or germination-inhibiting factors and dyed an appropriate color to facilitate visual metering of the application of materials. On an air-dry weight

basis, the wood cellulose fiber shall contain a maximum of 12 percent moisture, plus or minus 3 percent at the time of manufacture. The combination of wood cellulose and recycled newsprint fibers shall contain a maximum of 10 percent moisture plus or minus 3 percent at the time of manufacture. The pH range for either mix shall be between 4.5 and 6.5. The wood cellulose fiber shall be manufactured so that:

1. After addition and agitation in slurry tanks with fertilizers, grass seeds, water, and other approved additives, the fibers in the material will become uniformly suspended to form a homogeneous slurry.
 2. When hydraulically sprayed on the ground, the material will form a blotter like cover impregnated uniformly with grass seed.
 3. The cover will allow the absorption of moisture and allow rainfall or applied water to percolate to the underlying soil.
- D. Tackifier used in the hydraulic application of grass seed, mulch and fertilizer shall be natural vegetable gum, blended with gelling and hardening agents. This material, when mixed with water becomes a tackifier/binder to act as an agent for erosion control and provides a stable bed for seed germination.

PART 3 EXECUTION

3.01 PREPARATION FOR PLANTING

- A. Before seeding or fertilizing, remove stones, sticks, roots, rubbish, and other extraneous matter over one (1) inch in any dimensions.
- B. If weeds are a problem, apply a glyphosate herbicide (Roundup®) and allow weeds to burn down for at least 7 days. The soil shall be tilled to a depth of at least 4 inches by disking, harrowing, by the use of roto-tillage machinery or other approved operation until a finely pulverized seed bed is obtained.
- C. On slopes flatter than 2 horizontal to 1 vertical, the soil shall be tilled to a depth of at least 4 inches by disking, harrowing, by the use of rototillage machinery or other approved operation until a finely pulverized seed bed is obtained. Grade areas to smooth, even surface with loose, uniformly fine texture. Firm up the seedbed by dragging and/or roll packing. Roll and rake and remove ridges and fill depressions as required to meet finish grades. Limit fine grading to areas which can be planted immediately after grading.
- D. Moisten prepared areas before planting if soil is dry. Water thoroughly and allow surface moisture to dry before planting. Do not create a muddy soil condition.
- E. Restore areas to specified condition if eroded or otherwise disturbed after fine grading and prior to planting.

3.02 FERTILIZING

- A. Fertilize at the seed supplier's recommended rate.
- B. Fertilizer shall be incorporated into the soil to a depth of at least two (2) inches and may be incorporated as a part of the tillage operation.

3.03 PLANTING AND SEEDING

- A. Apply grass seed mixture at a rate of application which assures the minimum rate listed above.
- B. Seeding shall be done with a press drill equipped with a seed box with positive feed seeding mechanism with agitator, individually mounted double disk furrow openers and packer wheels spaced approximately three (3) inches apart, and a separate box for small seeded grasses ("Brillion") mechanical seeder or equal). Each drill shall be equipped with an accurate meter to measure the area covered by the drill.
- C. Seed shall be sown 1/2 in one direction and 1/2 at right angles to the direction of the first sowing. The direction of the final sowing shall be at right angles to the direction of the slope or parallel to the direction of the contour lines. Seed shall be sown at a final compacted depth of approximately three-fourths (3/4) to one (1) inch.
- D. Seeding may be carried on from the time the ground is workable in the spring to June 1, or between the dates of August 25 to September 15. Alternate dates may be considered by the Engineer or Owner. Full advantage shall be taken of favorable weather conditions.

3.04 EROSION CONTROL

- A. Seeded slope areas, as shown on the plans, shall be protected against erosion by spreading the erosion control material immediately after completion of the seeding operation.
- B. The erosion control material and installation shall conform to the requirements of Section 01 35 13, the Storm Water Pollution Prevention Plan and the associated Storm Water Discharge Permit.

3.05 HYDRO MULCHING

- A. Seed and fertilizer shall be applied, in the amounts specified above, in conjunction with the hydro-mulching process.
- B. Bonded fiber matrix rate of application shall be 3,900 pounds per acre and the mix shall consist of 50 pounds bonded fiber matrix to 125 gallons water unless otherwise specified by the Engineer. The bonded fiber matrix shall be uniformly applied and shall have no gaps between the product and the seeded soil. The treatment shall be installed with hydraulic seeding equipment. Bonded fiber matrix shall be placed on a given area as soon as possible, or within 48 hours after seeding.
- C. No additional payment will be allowed for application by this method of seeding and fertilizing.
- D. Additional compensation for coverage of areas not requiring erosion control will not be allowed.

3.06 MAINTENANCE AND RESEEDING

- A. Maintenance of seeding will begin immediately after each area is planted and will continue until acceptance of the Contract. Maintenance shall consist of the repair of eroded areas and reseeding.
- B. Any area which fails to show a "catch" or uniform stand, for any reason whatsoever shall be reseeded with the original mixture and such reseeding shall be repeated until final acceptance.
- C. The Contractor shall properly mow and control weeds and otherwise maintain all seeded areas until final acceptance.

* * * END OF SECTION * * *

SECTION 33 01 30.11&41 SEWER TELEVISIONING AND CLEANING

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions of the Contract, including General and Supplementary Conditions, apply to the Work specified in this Section.
- B. Related Work Specified Elsewhere:
 - 1. Sanitary Sewer Piping - Section 33 31 00

1.02 DESCRIPTION OF WORK

- A. This section describes the work required to televise newly installed sanitary sewer system as described in the following paragraphs. The work shall include the preparation and furnishing of the various reports and data as described in this Section.

1.03 QUALITY CONTROL

- A. The Contractor shall have personnel in charge of the inspection certified under the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP).
- B. Upon request, furnish to the Engineer evidence of the operator's experience with a comprehensive list of at least ten (10) projects of a similar size, type, and scope as called for on this project demonstrating a minimum of (3) years of experience. Each project listed shall include at least one reference that represents the project's owner. The final decision to accept or reject the applicant lies solely with the Engineer and Owner. All decisions will be based upon the best interest of the Owner.

1.04 SUBMITTALS

- A. Items to be submitted to the Engineer upon completion of the project:
 - 1. A copy of all videos and photographs recorded in digital format. The media shall be a standard solid-state flash drive or external hard disk drive.
 - 2. The digital submittal shall include photographs of manholes, deficiencies, services and other items in .jpg format.
 - 3. All submittals shall become property of the Owner. All reports related to the cleaning and televising of the sanitary sewer system shall be submitted in a format usable by the Engineer. Certain formats may require the submittal of the software to convert the electronic version to hardcopy.

1.05 MEASUREMENT AND PAYMENT

- A. Mobilization shall not be measured or paid separately for cleaning and televising of the sanitary sewer. Payment for mobilization shall be included in the lump sum price as shown on the Bid Form. Additional compensation shall not be granted for work to reverse the direction of inspection

due to an obstruction. No measurement or payment shall be made for multiple mobilizations due to the actions of the Contractor or the completion of smaller parts at a time.

- B. Measurement of sanitary sewer televising shall be made on a lineal foot basis of sanitary sewer televised. Payment shall be made on a lineal foot basis of the sanitary sewer televised at the contract unit price. Payment shall be full compensation for all equipment, material and personnel necessary to complete the work and for all copies of the records and reports to be furnished to the Engineer.
- C. No separate measurement or payment shall be made for the cleaning of new sanitary sewer. If necessary, the cleaning of new sanitary sewer main will be at no cost to the Owner.

PART 2 EQUIPMENT

2.01 CLEANING AND TELEVISIONING EQUIPMENT

- A. Sanitary sewer cleaning nozzle types shall be determined by the Contractor. The use of a rotating nozzle on grease is preferred by the Owner.
- B. Contractor shall use jet and vacuum equipment with a capacity of not less than 65 gallons per minute and 2,500 PSI pressure. The vacuum shall have a capacity of not less than 4,000 CFM.
- C. The cleaning and televising equipment shall be capable of cleaning and televising pipe of the size shown in the Bid Form. The camera shall have the capabilities to complete the work as described in this Specification.

PART 3 EXECUTION

3.01 GENERAL

- A. If the Contractor elects to perform the work during freezing weather, the Contractor shall be responsible for finding a heated facility to store the vacuum truck and related equipment, if necessary.
- B. It shall be the responsibility of the Contractor to locate and designate all manhole access points open and accessible for the work. If a street must be closed to traffic because of the orientation of the sewer, the Contractor shall provide traffic control at no additional cost to the Owner.
- C. The Contractor shall provide for and be solely responsible for all safety precautions, measures and means on the work to be performed. This shall include but not be limited to providing, erecting, and maintaining necessary signs, barricades, lights and other warning and traffic control devices. All OSHA requirements for the safety of the Contractor's personnel and equipment shall be the responsibility of the Contractor.
- D. The Contractor shall clean and remove all internal debris out of the sewer line that may interfere with the televising and inspection of the sanitary sewer lines. The sewers shall be cleaned to remove no less than 95 percent (of the bottom horizontal projection of the pipe) of loose solids, grit, grease and construction debris (sand, rocks, gravel, millings or dirt). This does not include the removal of tree roots or hard deposits.
- E. Sanitary sewer mains shall be cleaned against the flow of wastewater whenever possible.

- F. Refer to Section 01 57 26 for information regarding obtaining water from the Owner.
- G. If deficiencies are found that require correction by the Contractor, the Contractor shall be required to correct the identified deficiencies. All subsequent video inspections and corrective actions performed by the Contractor shall be at the Contractor's expense.

3.02 TELEVISIONING AND REPORT

- A. The sanitary sewer system shall be inspected with a remote camera. The camera shall be color with zoom, pan and tilt capabilities to allow up close and right-angled inspections of defects and other significant observations. The camera shall be capable of inspecting dead end sewers and other situations where manhole access at both ends of sewer may not be available. The lighting on the camera shall be suitable to allow proper illumination and a clear video image of the entire periphery of the pipe. The footage distance measured by system shall be accurate within one percent and will be used to determine footages for reporting. The centerline between manholes shall be the reference points used to determine footage measurements. The video inspection shall not exceed a traverse rate of 30 feet per minute so that the sewer line can later be thoroughly examined by the Owner while viewing the video.
- B. The Contractor shall make a color recording of all sewers inspected and shall also provide a computer-generated report. The file format of the recorded video shall be MPEG or other formats that are compatible with standard windows-based computers.
- C. The video recording shall include on-screen observation identifications that label continuous footages, defects, pipe diameter, direction of flow, direction of viewing, manhole and street reference locations. The computer-generated report shall be a mirror image of all observations and information recorded on video. The deficiencies shall be rated in the report based on severity of the problem to aid the Engineer in the final evaluation of the sewer.
- D. Audio inspection reporting will not be allowed to minimize operator description subjectivity and to prevent video report being different from written report. All observations and defects shall be recorded in reports and video.
- E. The length from the starting manhole to each sewer service connection shall be identified. The remote camera shall be rotated to directly view the sewer service connections in a parallel line with the service entry. The camera view shall be zoomed in toward the service pipe where applicable for a closer view of the service pipe. Digital photographs shall be made of all significant sewer defect observations and of each sewer service. The photographs shall be printed as part of the report.
- F. Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles, and service connections by closed circuit television. The inspection shall give particular attention to any deficiencies identified in the sewer pipe such as sags, cracks, holes, offsets, pipes that are not round, crushed pipe locations, locations of severe infiltration, significant deposits on the pipe surface, roots, improper service connections or any other significant pipe deficiency. The distances from the starting manhole and lengths of such deficiencies shall be recorded. Infiltration caused by deficiencies in the sewer should be quantitatively defined to the best of the operator's ability.
- G. Flow levels within sewers to be inspected shall not exceed 33% of the pipe diameter. If water levels prevent adequate televising of the sewer, then conducting the Work during low flow periods or other methods like plugging and bypass pumping shall be implemented at a negotiated price.

- H. For inspection of new sewers where wastewater flow is non-existent, the Contractor shall introduce clean water into the upstream manhole to produce flow at the downstream manhole location.
- I. Where sags or submerged sections of the sewer are encountered in which the camera is submerged during TV inspection, the Contractor shall first complete inspection of the entire reach to determine the extent of such areas prior to dewatering the sewer. The Owner will determine if the Contractor should continue with bypassing sewer flow around his work, dewatering sewer lines and re-televising the sewer at a negotiated price.
- J. Do not immediately follow the jetter with the camera unless directed by the Engineer or Owner to do so.

3.03 PUBLIC NOTIFICATION

- A. Public notification regarding sewer televising and cleaning should not be necessary for this project.

3.04 CLEAN-UP

- A. The Contractor shall complete all clean-up of the project area affected by the operations as may be necessary to the satisfaction of the Owner.
- B. Any messes made in private areas as a result of cleaning the sewer shall be cleaned to the satisfaction of the Owner. The Contractor shall be responsible to provide materials and labor for the clean-up in a timely manner.

3.05 WASTE DISPOSAL

- A. All debris and waste resulting from the cleaning process will be disposed of at the Owner's wastewater treatment facility.
- B. The debris and waste shall be deposited in a location selected by the Owner that will not impede the operation of the facility.

* * * END OF SECTION * * *

SECTION 33 05 61 CONCRETE MANHOLES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions of the Contract, including General and Supplementary Conditions, apply to the Work specified in this Section.
- B. Related Work Specified Elsewhere:
 - 1. Trenching, Backfilling and Compacting - Section 31 23 33
 - 2. Sanitary Sewer Piping - Section 33 31 00

1.02 DESCRIPTION OF WORK

- A. The Work covered under these specifications shall include the furnishing of all material, labor, tools, and equipment necessary to furnish, install, and construct complete in place all manholes as shown on the drawings and specified herein.
- B. When the term "manhole" is used in these specifications, it shall mean a structure which is placed on a sewer line to permit entry, inspection, cleaning, and repair of the pipeline.

1.03 MEASUREMENT AND PAYMENT

- A. Manholes shall be measured in units for the size and type as specifically called for in the Bid Form. The price bid for each manhole, complete in place, shall be full compensation for furnishing all materials, labor, equipment and incidentals necessary to construct and place in satisfactory operating condition the manholes, including castings, concrete adjusting rings, covers, cone section, excavation, backfill and rock base. The price shall include full compensation for adjusting the top of the casting to grade.
- B. The removal and disposal of manholes will be measured on a per each basis. Payment for the removal and disposal of existing manhole structures shall be paid for at the unit price as indicated on the Bid Form.

1.04 JOB CONDITIONS

- A. Existing underground utilities, as shown on the drawings, are located in accordance with available data, but locations may vary and cannot be guaranteed. The exact locations shall be determined by the Contractor as work proceeds. Excavation work shall be done carefully to avoid damaging existing work.
- B. Contractor shall provide for protection, temporary removal and replacement or relocation of said obstructions as required for the performance of the work required in these contract documents.

1.05 SUBMITTALS

- A. The Contractor shall submit for review copies of shop drawings for the materials as specified herein in accordance with the requirements of Section 01 33 23.

PART 2 PRODUCTS

2.01 MANHOLES

- A. Manholes shall be constructed of precast concrete with bases, rings, and covers according to the dimensions and details as shown on the plans or as called for in the specifications.
- B. The materials used for precast manhole section and bases shall be of the size as shown on the drawings and shall conform to ASTM C-478.
- C. Sanitary manhole benches and inverts are required as shown in the plans. If the Contractor desires the benches and inverts to be precast, they shall conform to the requirements in Part 3 of these specifications.

2.02 MANHOLE CASTINGS

- A. Gratings and covers shall be of the standard design of the manufacturer. All castings shall be of uniform quality, free from blow holes, shrinkage, cracks, distortion, or other defects affecting strength and appearance. They shall be smooth and well cleaned.
- B. Metal used in the manufacture of castings shall conform to ASTM A48-76, Class 35B for gray iron or ASTM A536-80, Grade 65-45-12 for ductile iron.
- C. All castings shall be manufactured true to pattern; component parts shall fit together in a satisfactory manner. Round frames and covers shall have continuously machined bearing surfaces to prevent rocking and rattling.
- D. All cast dimensions may vary $\frac{1}{2}$ the maximum shrinkage possessed by the metal or plus or minus $\frac{1}{16}$ inch per foot.
- E. All weights shall not exceed the manufacturer's published weights by plus or minus 5%.
- F. All castings shall meet the load bearing requirements of 16,000 pounds. The proof load test results shall be furnished upon request. The proof load test procedure shall be in accordance with Federal Specification A-A 60005.
- G. Unless shown otherwise on the plans, the manhole casting shall be Model R-1733 as manufactured by Neenah Foundry Company; Model 1261, as manufactured by Deeter Foundry Company; or approved equal. Covers shall be solid with concealed pick holes.

2.03 CONCRETE ADJUSTING RINGS

- A. Concrete adjusting rings shall be used to provide flexibility in the elevation of the top of the castings. Each casting should be placed on two adjusting rings unless otherwise shown in the plans or if limited by the constructability of the manhole. The thickness of the rings shall be a maximum of 2 inches. The inside diameter of the rings shall match the inside diameter of the casting or structure on which the ring rests.

2.04 MANHOLE SEALANTS

- A. Flexible gasket material shall be used to make a watertight seal between the manhole wall and casting. The gasket material shall be ConSeal CS-102 as manufactured by Concrete Sealants, Inc., New Carlisle, Ohio; or approved equal. The gasket material shall conform to the minimum standards below:
1. Specific gravity at 77° F shall be 1.15 to 1.50.
 2. Ductility at 77° F shall be 5.
 3. Cone penetration with 150 g for 5 sec at 77° F shall be 50 to 100 mm.
 4. Cone penetration with 150 g for 5 sec at 32° F shall be 40 mm.
 5. Flash point, C.O.C shall be 350° F.
 6. Fire point, C.O.C shall be 375° F.
- B. The manhole wall joints shall be sealed with a pipe gasket. The gasket shall be Reduced Friction Seal by Press-Seal Gasket Corporation or equal that conforms to the following minimum requirements:
1. Tensile strength shall be 1,800 psi.
 2. Elongation at break shall be 425%.
 3. Hardness shall be less than 2.
 4. Oven-age tensile reduction shall be 20%, max.
 5. Compression set shall be a decrease of 20% max of original deflection.
 6. Water absorption shall cause an increase of 5% max of original weight.
 7. Ozone resistance testing conforming to ASTM D1149 shall cause no cracks.
 8. Splice strength shall conform to ASTM D 2527 Class 3.

2.05 PIPE OPENING GASKET

- A. Unless otherwise shown on the plans, the pipe opening in the manhole wall shall be made watertight with a rubber gasket assembly meeting the requirements of ASTM C-923 and the following minimum requirements:
1. Chemical resistance in 1N sulfuric acid and 1N hydrochloric acid shall cause no weight loss.
 2. Tensile strength shall be 1,200 psi.
 3. Elongation at break shall be 350%.
 4. Hardness shall be less than 2.
 5. Oven-age tensile strength reduction shall be 15%.
 6. Compression after 22 hours at 70° F shall be a decrease of 25% max of original deflection.
 7. Water absorption shall cause an increase of 10% max of original weight.
 8. Ozone resistance testing conforming to ASTM D1149 shall be rated at 0.
 9. Low temp brittle point shall be -40° F with no fracture.
 10. Tear resistance shall be 200 lbf / in.

PART 3 EXECUTION

3.01 LOCATIONS

- A. Manholes shall be constructed at the locations, elevations and grades indicated on the plans.

3.02 EXCAVATION

- A. The requirements of Section 31 23 33 shall apply to the excavation, backfilling and compaction for manholes.

3.03 GENERAL CONSTRUCTION

- A. Concrete shall be placed and shaped in sanitary manholes in such a manner to create a smooth, accurately shaped invert channel in accordance with the plan elevations. The floor and invert channel of the manhole shall be constructed in such a manner as to drain into the invert properly.
- B. Sanitary sewer invert channels and benches shall be precast or field constructed by the following methods:
 - 1. Hand formed directly with stiff concrete.
 - 2. Formed using a section of PVC of the required size, shape and length and pouring concrete against the pipe used as a form that stays in place.
 - 3. Constructed by laying full section sewer pipe straight through the manhole and cutting out the top half after the concrete for the manhole benches are placed.
- C. Manholes shall be built up so that the cover, when placed, will be at the grade required in the plans or as set by the Engineer.

3.04 PRECAST CONCRETE MANHOLES

- A. Monolithic precast concrete manholes shall be constructed in accordance with the details shown on the plans, as required by ASTM specification C478 and as specified hereinafter.
- B. Monolithic concrete and precast concrete manholes shall have offset cones; that is, one side shall be vertical.
- C. Precast base sections may be a base riser section and separate base slab or base section with integral floor.
- D. Precast concrete manholes shall be placed using present acceptable construction methods.
- E. The openings in monolithic precast manhole sections shall be sealed using a rubber sleeve gasket to make a flexible watertight connection.
- F. All lifting holes in the manhole walls shall be carefully grouted with non-shrunk grout prior to backfilling.

3.05 BACKFILLING

- A. After completion of footings, walls, and other construction below the elevation of the final grades and prior to backfilling, all forms shall be removed and the excavation cleaned of all trash and debris.
- B. The Contractor shall protect the manhole from all elements and from displacement during backfill operations. If any displacement of a manhole occurs, the Contractor shall repair all resulting damage and return the manhole to the original position required at his own expense.

- C. The backfill material shall conform to the requirements of Section 31 23 33. The backfill shall be brought up evenly on all sides of the precast structural section throughout its full depth.

3.06 CASTING PLACEMENT

- A. The manhole casting and cover shall be carefully centered and sealed in the opening manhole wall casting.

3.07 SURFACE FINISH

- A. The surface of the area shall be finished and smoothed to the lines and grades as shown on the plans.
- B. The requirements for the surface finish of the surrounding area shall conform to the requirements of the specifications relating to the surface to be replaced.

* * * END OF SECTION * * *

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SECTION 33 31 00 SANITARY SEWER PIPING

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions, shall apply to the Work covered in this section.
- B. Related Work Specified Elsewhere:
 - 1. Trenching, Backfilling and Compacting - Section 31 23 33
 - 2. Sewer Cleaning and Televising - Section 33 01 30.11&41
 - 3. Concrete Manholes - Section 33 05 61
 - 4. Sanitary Sewer Testing - Section 33 31 25

1.02 DESCRIPTION OF WORK

- A. The work covered under these specifications shall include the furnishing of all labor, material, tools, and equipment necessary to furnish and install, complete in place, all piping and fittings as shown on the drawings and as specified herein.

1.03 SUBMITTALS

- A. The Contractor shall submit for review copies of shop drawings for materials specified herein in accordance with the requirements of Section 01 33 23 and the requirements as hereinafter specified.
- B. Certificates from the manufacturer that the materials meet or exceed specified requirements shall be submitted upon request.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. All materials shall be packed, loaded, transported, unloaded and handled in such a manner so as to prevent damage to the materials.
- B. All material shall be loaded and unloaded by lifting with slings or hoists or skidding so as to avoid shock or damage. Dropping or rolling will not be permitted. The use of end hooks to install or move piping will not be allowed.
- C. All materials shall be stored on the site in accordance with the manufacturer's recommendations. Do not store materials directly on the ground.
- D. All materials shall be kept clean and dry. The insides of all piping and fittings shall be kept free of dirt and debris.

1.05 MEASUREMENT AND PAYMENT

- A. Piping of the different types, depths and classes as called for on the Bid Form shall be measured and paid for on a lineal foot, complete in place. Measurement shall be to the nearest lineal foot. Payment shall be made at the unit prices bid as shown on the Bid Form.

- B. Bedding material will be considered incidental to the unit price bid with no separate measurement or payment.
- C. Incidental items associated with the piping materials for which no separate measurement and payment will be made include but are not limited to:
 - 1. Gaskets
 - 2. Lubricants
 - 3. Protective Coatings and Encasements
 - 4. Linings
 - 5. Polywrap (ductile iron buried locations)
 - 6. Existing pipe removal and disposal
- D. All fittings, caps, plugs and other appurtenances shall, unless specifically called for on the Bid Form, will be considered incidental and included in the unit prices bid for piping as appropriate with no separate payment made.
- E. Connections to existing lines of different sizes as called for on the Bid Form shall be measured and paid for at the unit price as shown on the Bid Form. Payment shall be full compensation for furnishing all material, equipment and labor to make the necessary connections. Temporary connections made to maintain service shall be considered incidental to the overall work.
- F. Payment for bypass pumping shall be full compensation for all labor, materials and equipment required to pump to the wastewater and allow construction to be completed while maintaining continuous service. Payment shall be made at the lump sum price indicated on the Bid Form and shall be inclusive for the entire project.
- G. The removal and disposal of the existing buried piping shall be considered incidental to the project.
- H. Refer to dewatering in Section 31 23 33.

PART 2 PRODUCTS

2.01 BURIED DUCTILE IRON PIPE

- A. Buried ductile iron pipe shall at least meet the requirements of pressure class 350.
- B. Mechanical joints and push-on-joints for ductile iron pipe buried underground shall conform to the requirements of ANSI Specification A21.11. Mechanical joint nuts and bolts shall be stainless steel.
- C. All ductile iron pipe shall be lined with cement mortar in accordance with ANSI Specifications A21.4. Pipe used in buried locations shall have a coal tar varnish exterior finish not less than 1 mil. thick.
- D. A rust preventative coating, soluble in commercial solvent for removal prior to pipe installation, shall be applied to the machined faces of flanges. The back of these flanges and the bolt holes shall be coated with not less than a 1 mil. thickness of coal tar varnish.
- E. Ductile iron fittings, pipe, hydrants, valve boxes and related items shall be encased with an enhanced polywrap that has a three-layer composition. The composition shall include an anti-microbial layer to mitigate microbiologically influenced corrosion (MIC) and a volatile corrosion

inhibitor to reduce galvanic corrosion. Two outer layers of LLDPE film shall be used to encase the inner layer. The polywrap shall be V-Bio Enhanced Polywrap from US Pipe or approved equal.

2.02 GRAVITY PVC SEWER PIPE AND FITTINGS

- A. Polyvinyl Chloride pipe and fittings shall be SDR 35 conforming to the requirements of ASTM Specification D 3034 for Rigid Poly (Vinyl Chloride) Sewer pipe.
- B. Gasketed type joints shall be made with rubber gaskets conforming to the requirements of ASTM F-477.
- C. Fittings for Polyvinyl Chloride (PVC) gravity sewer fittings shall be of PVC with material and dimensions conforming to the requirements of ASTM Specification D 3034.

2.03 TRANSITION COUPLINGS FOR GRAVITY PIPING

- A. Couplings used for transitions between piping of different materials shall be made from elastomeric polyvinyl chloride (PVC). Clamp bands, band screw and shear ring shall be made from stainless steel. Shear ring shall be a minimum of 0.012 inches thick. Couplings shall provide an infiltration proof, exfiltration proof and root proof joint. Couplings shall be designed as a flexible coupling specifically for the sizes and types of materials being joined.
- B. Transition couplings and adaptors for new and existing piping shall be RC Series "Strong Back" as manufactured by Fernco, Inc., "Amazon Heavy Duty" as manufactured by Indiana Seal or approved equal.

2.04 BEDDING MATERIAL

- A. Bedding material for gravity pipe installation shall be crushed rock, size 67 Coarse Aggregate, ASTM C33 conforming to the gradation indicated below.

<u>Sieve Opening</u>	<u>Bedding Material (Percent Passing)</u>
1"	100
3/4"	90-100
3/8"	20-55
No. 4	0-10
No. 8	0-5

2.05 PIPING INSULATION

- A. Sheet insulation shall be a minimum thickness of 2 inches. The material shall be rigid extruded polystyrene insulation board with a minimum compressive strength of 40 psi.

PART 3 EXECUTION

3.01 GENERAL

- A. The areas to receive piping shall be examined for defects that may adversely affect the execution and quality of Work. Prior to the start of piping installation, all measurements shall be checked for deviations from allowable tolerances for piping.

3.02 BURIED PIPING INSTALLATION

- A. All piping and fittings shall be laid true to line and grade as shown on the plans. Each section of pipe shall be so laid and fitted together that when complete the piping will have a smooth uniform flow line. The inside of all pipe shall be cleaned before installation and kept thoroughly clean during and after placing the pipe. Pipe ends shall be cleaned inside and outside.
- B. All pipe and fitting shall be examined for defects before being lowered into the trench. The interior and exterior protective coating shall be inspected and field repaired, if required, and possible accordance with applicable standards.
- C. The pipe shall be handled and installed in accordance with manufacturer's recommendations and the requirements of AWWA C600 for Ductile Iron pipe, ASTM D2774 for PVC pressure piping and ASTM 2321 for PVC gravity sewer piping.
- D. When pipelaying is not in progress, including the noon hours, the open ends of pipe shall be closed. No trench water, animals, or foreign material shall be permitted to enter the pipe.
- E. Borrowed granular bedding material shall be used with all piping. The general requirements for placement shall be as shown on the plans or directed by the engineer.
- F. The bedding material under and around the pipe shall be deposited in layers not to exceed six inches (6") and carefully compacted to a degree of compaction at least equal to 90% maximum dry density as determined by Standard Proctor Test, ASTM Test Designation D698 throughout the entire depth of each layer. Where the pipe has a protective coating, care shall be taken not to damage the coating.
- G. The pipe shall be laid upon properly placed bedding material so that the barrel of the pipe will have a bearing for its full length. Bell holes and depressions for joints shall be excavated after the trench bedding has been graded.
- H. After each pipe has been graded, aligned, and placed in final position on the bedding material and shoved home, sufficient pipe embedment material shall be deposited and compacted under and around each side of the pipe and back of the bell or end thereof to hold the pipe in proper position and alignment during subsequent pipe joining and embedment operations.
- I. The Contractor shall provide and maintain all necessary means and devices at all times to remove and dispose of all water entering the trench during the process of pipelaying. The trench shall be kept dry until the pipelaying and jointing are completed. Removal of water shall comply with Section 31 23 33.

3.03 BYPASS PUMPING

- A. The Contractor shall provide temporary bypass pumping as required to allow for the construction of sanitary sewer main and manholes while maintaining the Owner's collection system in continuous operation.
- B. The Contractor shall be responsible for any damage resulting from a back-up of sewage during the installation of the facilities.
- C. Wastewater flows shall not be conveyed in open trenches or in the trench excavation, and at no time shall wastewater be allowed on the ground surface or other places which may constitute a

health hazard. Bypassed sewage must be returned to the system for treatment or transported to an acceptable treatment facility.

3.04 TESTING AND CLEANING

- A. All piping shall be tested in accordance with Section 33 31 25.
- B. All piping shall be cleaned and televised in accordance with the requirements of Section 33 01 30.11&41.

* * * END OF SECTION * * *

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SECTION 33 31 25 SANITARY SEWER TESTING

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions, shall apply to the Work covered in this section.

1.02 DESCRIPTION OF WORK

- A. All piping and related appurtenances shall be subjected to alignment and pressure and/or leakage tests as specified herein and as directed by the Engineer.
- B. The Contractor shall complete the test for displacement of gravity sewer lines as specified herein. The Contractor will be responsible for all subsequent tests as specified herein.
- C. The required pressure and leakage tests shall be made by the Contractor and witnessed by the Engineer. All tests shall be completed after all pipe laying has been completed.
- D. The Contractor shall furnish all water, pumping equipment, water meter, pressure gage, and other equipment, materials, and facilities required for the tests.

1.03 SUBMITTALS

- A. Prior to filling, flushing and testing the system, the proposed procedures shall be submitted for review by the Engineer.
- B. Pressure test forms completed in the field shall be submitted to the Engineer and Owner.

1.04 MEASUREMENT AND PAYMENT

- A. Sanitary sewer main televising shall be measured and paid for based on the unit price as shown in the Bid Form. Other pipeline testing will not be measured for direct payment and will be considered subsidiary work pertaining to the contract. Payment will be included in the contract bid prices as shown on the Bid Form.

PART 2 PRODUCTS - None

PART 3 EXECUTION

3.01 TEST SECTIONS

- A. The alignment tests of all gravity sewer lines shall be carried out on sections of sewer line located between manholes.
- B. The Contractor shall be solely responsible for any and all damage to the pipeline, and to public and private property, which may result from defective material or workmanship.

3.02 FILLING AND VENTING OF FORCE MAINS - Not Used.

3.03 TEST EQUIPMENT AND FACILITIES - Not Used.

3.04 GRAVITY SEWER LINE DISPLACEMENT AND DEFLECTION

- A. All tests for alignment and displacement of the gravity sewer lines will be made not sooner than thirty (30) days after the pipe has been laid and the trench backfilled and compacted as specified.
- B. The test procedure shall consist of a light being shined between manholes by means of a flashlight or by reflecting sunlight with mirrors.
- C. If the illuminated interior of the gravity sewer line shows apparent displaced pipe or misalignment which prevents seeing less than 50% of the pipe opening at the other end of the section being tested, the Contractor, unless otherwise approved by the Owner and Engineer, shall be required to remedy the defect at his own expense.

D. VIDEO INSPECTION

- 1. Refer to Section 33 01 30.11 & 41 for information on the requirements of cleaning and televising of the sewers.
 - 2. The Contractor shall complete a video inspection of the installed gravity sanitary sewer after the Contractor has completed installation and successfully performed all other required testing and cleaning. The video inspection will be completed prior to final acceptance of the sanitary sewer.
 - 3. Any sags 1 inch or deeper or other deficiencies identified shall be repaired at the Engineer's discretion at no cost to the Owner.
 - 4. If deficiencies are found that require correction by the Contractor, the Contractor shall be required to correct the identified deficiencies. Any further inspection shall be at the Contractor's cost. Final acceptance of the gravity sanitary sewer will not be granted until the submittals required by the Engineer of the televising records are reviewed and accepted.
- E. The Contractor shall conduct such tests as may be necessary to ensure that the long term pipe deflection does not exceed 5%. Pipe deflections exceeding 5% will require corrective action by the Contractor at his own expense.
 - F. Acceptable methods for testing deflection are: Electronic deflectometer, or Rigid "Go - No Go" device of the size, dimensions and construction as recommended by the pipe manufacturer for the pipe size being tested.
 - G. The Engineer may require the Contractor to conduct random deflection tests between successive manholes in areas where unstable trench walls or bottoms, heavy rainfall, frozen soil, high ground water levels, deep lines or difficulty in achieving compaction is experienced.

3.05 GRAVITY SEWER LINE INFILTRATION TEST

- A. Waived for this project due to connecting to existing service.

3.06 GRAVITY SEWER LINE EXFILTRATION TEST

- A. Waived for this project due to connecting to existing service.

3.07 GRAVITY SEWER LINE AIR TEST

- A. Waived for this project due to connecting to existing service.

3.08 MANHOLE TESTING

- A. Sanitary sewer manholes must be tested by the Contractor before final acceptance. The maximum allowable exfiltration will be 0.1 gallon per hour foot of diameter per foot of head in the manhole. Head shall be measured as the depth of the water from the top of the concrete manhole structure to the invert of the sewer in the manhole
- B. In lieu of an exfiltration test for sanitary sewer manholes, a vacuum test may be used when performed in accordance with the following procedures.
1. Each manhole shall pass two tests; the first test shall be after assembly but prior to backfilling and the second shall be after backfilling.
 2. The vacuum shall include testing to the top of the manhole, excluding the adjusting rings and the cast iron rings.
 3. Plug all pipes entering the manhole at least eight inches (8") into the sewer pipe. The plug must be inflated at a location past the manhole/pipe gasket.
 4. Brace all plugs to prevent the plug or pipe from being dislodged and drawn into the manhole.
 5. A vacuum of at least ten and one-half inches (10½") of mercury shall be drawn on the manhole. Shut the valve on the vacuum line to the manhole and disconnect the vacuum line. Open the vacuum line valve and adjust the vacuum to ten inches (10") of mercury.
 6. The pressure gauge shall be liquid filled having a 3.5 inch diameter face with a reading from zero to 30 inches of mercury.
 7. The time for the vacuum to drop from ten inches of mercury to nine inches of mercury must be equal to or greater than the following values for the manhole to be considered as passing the vacuum test:

Minimum Test Times for Various Manhole Diameters in Seconds									
Depth (ft.)	Diameter, in.								
	30	33	36	42	48	54	60	66	72
Time, in seconds									
8	11	12	14	17	20	23	26	29	33
10	14	15	18	21	25	29	33	36	41
12	17	18	21	25	30	35	39	43	49
14	20	21	25	30	35	41	46	51	57
16	22	24	29	34	40	46	52	58	67
18	25	27	32	38	45	52	59	65	73
20	28	30	35	42	50	53	65	72	81
22	31	33	39	46	55	64	72	79	89
24	33	36	42	51	59	64	78	87	97
26	36	39	46	55	64	75	85	94	105
28	39	42	49	59	69	81	91	101	113
30	42	45	53	63	74	87	98	108	121

8. If a manhole fails the vacuum test, the manhole shall be uncovered and patched on the exterior of the manhole, retested prior to backfilling when the leak has been patched and retested after the backfill is completed.
9. Manhole vacuum tester assembly and vacuum pumps shall be as manufactured by Cherne Industries Inc., P.A. Glazier Inc., or approved equal.
10. Pneumatic plugs shall be provided and installed in accordance with the manufacturer's recommendations.

* * * END OF SECTION * * *

SECTION 33 42 00 STORM WATER CONVEYANCE

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions, shall apply to Work covered in this section.
- B. Related Work Specified Elsewhere:
 - 1. Trenching, Backfilling and Compacting - Section 31 23 33

1.02 DESCRIPTION OF WORK

- A. The work covered under these specifications shall include the furnishing of all labor, material, tools, and equipment necessary to furnish and install, complete in place, all storm water and piping and related appurtenances as shown on the drawings and as specified herein.

1.03 SUBMITTALS

- A. The Contractor shall submit for review copies of shop drawings for materials specified herein in accordance with the requirements of Section 01 33 23 and the requirements as hereinafter specified.
- B. Upon request, certificates from the manufacturer that the materials meet or exceed specified requirements.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. All materials shall be packed, loaded, transported, unloaded and handled in such a manner to prevent damage to the materials.
- B. All material shall be loaded, unloaded and placed in position by lifting with slings or hoists or skidding to avoid shock or damage. Dropping or rolling will not be permitted. The use of end hooks to install or move piping will not be allowed.
- C. All materials shall be stored on the site in accordance with the manufacturer's recommendations.

1.05 MEASUREMENT AND PAYMENT

- A. Storm drainage piping shall be measured by the linear foot of the respective type, classes, depth, and sizes of acceptable pipe furnished and installed. Storm drainage piping shall be paid for at the contract unit price per linear foot for the respective designated types, classes, depths and sizes furnished and installed. Payment for this item will be full compensation for furnishing the pipe, special sections, connecting devices and coupling bands and for elongation, when specified.
- B. The length of flared end sections (when required by the plans) shall be measured with the pipe. The price of flared end sections shall be incidental to the pipe prices as shown in the Bid Form.
- C. Removal and disposal of existing storm sewer piping shall be measured by the linear foot and paid for at the contract unit price as shown in the Bid Form.

- D. All fittings or bend sections will, unless specifically called for on the Bid Form, be considered incidental to the piping and/or appurtenances as appropriate with no separate measurement made. When listed in the Bid Form, fittings or bend sections will be measured and paid for on per each basis for the type of fitting listed in the Bid Form.
- E. Bedding material will be considered incidental to the unit price bid with no separate measurement.
- F. Incidental items associated with the piping materials for which no separate measurement or payment made include but are not limited to:
 - 1. Gaskets
 - 2. Lubricants
 - 3. Protective Coatings
 - 4. Linings
 - 5. Special Sections
 - 6. Connectors
 - 7. Concrete Collars

PART 2 PRODUCTS

2.01 REINFORCED CONCRETE PIPE

- A. Reinforced concrete pipe with a diameter greater than fifteen (15) inches shall conform to the requirements of ASTM C 76, Class III. The pipe shall be of the diameter and size as shown on the plans.
- B. Reinforced concrete pipe with a diameter less than fifteen (15) inches shall conform to the requirements of ASTM C 76, Class IV. The pipe shall be of the diameter and size as shown on the plans.
- C. The acceptability of the pipe will be determined on the basis of plant load bearing tests compressive strength of concrete, material tests and inspection of the complete product as delivered and installed.
- D. The concrete in special sections shall have a minimum compressive strength of 4000 psi. The strength shall be determined by test cylinders or by cores. Tests with the Swiss Hammer may be used to supplement the tests.

2.02 CMP STORM SEWER PIPE AND FITTINGS

- A. Fittings and pipe for Corrugated Metal Pipe (CMP) storm sewer shall have corrugations a minimum of ½" deep. Corrugations shall be spaced 2 2/3" or 3" and be a minimum thickness of 16-gauge galvanized steel. The requirements for minimum cover shall meet the ASTM B 790 design criteria.

2.03 BEDDING MATERIAL

- A. Borrowed granular bedding material shall conform to the gradation indicated below.

SIEVE OPENING	BEDDING MATERIAL (Percent Pasting)
No. 4	90 – 100
No. 16	45 – 85
No. 50	10 – 40
No. 100	2 – 10
No. 200	< 5

PART 3 EXECUTION

3.01 GENERAL

- A. Storm drainage piping and culverts shall be laid with the groove or bell end of the pipe upstream and the tongue end shall be inserted into the groove. Each joint shall be covered, over the top three-fourths (3/4) of the outside circumference of the pipe, with at least a twelve (12) inch strip of Type B geotextile drainage fabric per requirements of Section 831.1 of the latest edition of the *SD DOT Standard Specifications for Roads and Bridges*. This strip shall be centered over the joint and cemented with a plastic asphalt cement to hold it in place during embankment construction.
- B. Lift holes shall be covered or plugged to prevent backfill from entering the pipe.
- C. When the plans requires the use of rubber gaskets at joints, they shall be installed according to the manufacturer's instructions.
- D. The ends and inside of all pipe shall be cleaned prior to installation. The ends and insides of all pipes shall be kept clean during and after assembly.
- E. All pipes and fittings shall be examined for defects before being lowered into the trench. The interior and exterior shall be inspected, and field repaired if necessary. All field repairs shall be authorized by the Engineer prior to the infiltration of the repairs.
- F. The amount of camber shall be varied to suit the height of fill and nature of supporting soil.
- G. Proper facilities shall be provided by the Contractor for lowering the sections of pipe into place. Dropping the pipe into place will not be permitted.

3.02 EXCAVATION

- A. Trenches shall be excavated to a width sufficient to allow for proper jointing of the pipe and thorough compaction of the bedding and backfill material under and around the pipe. Where feasible, trench walls shall be vertical. The completed trench bottom shall be firm for its full length and width.
- B. The foundation for each type of bedding shall be adequate to furnish a uniform stable support. Removal of unstable material or rock below bedding grade shall be performed as set forth in Section 31 23 33.

3.03 BEDDING

- A. Borrowed granular bedding material shall be used with all piping. The general requirements for placement shall be as shown on the plans or directed by the Engineer.

- B. The bedding material under and around the pipe shall be deposited in layers not to exceed six inches (6") and carefully compacted to a degree of compaction at least equal to 90% maximum dry density as determined by Standard Proctor Test, ASTM Test Designation D698 throughout the entire depth of each layer.
- C. The pipe shall be laid upon properly placed bedding material so that the barrel of the pipe will have a bearing for its full length. Bell holes and depressions for joints shall be excavated after the trench bedding has been graded.

3.04 BACKFILL ABOVE BEDDING GRADE

- A. Pipe shall be backfilled to the elevation shown on the plans or as directed by the Engineer. Backfilling shall conform to the requirements in Section 31 23 33.

* * * END OF SECTION * * *