



**McGoodwin Williams & Yates**

Engineering Confidence

December 20, 2012

Mr. Miles Johnson  
Enforcement Analyst  
Water Division, Enforcement Branch  
Arkansas Department of Environmental Quality

Re: Consent Administrative Order  
City of Batesville  
Independence County  
NPDES Permit No. AR0020702  
MWY Project No. Ba-138 CAO

LIS No. 08-083  
AFIN 32-00044

Dear Mr. Johnson,

In December of 2011 the City of Batesville submitted to the Department a milestone schedule addressing the repair and/or replacement of wastewater mains and the main pumping station for the City of Batesville as required by the captioned Consent Administrative Order. The Department reviewed the milestone schedule and advised the City to submit, by December 31, 2012, a report on the sewer system modeling and preliminary plans for sewer system rehab.

On behalf of the City of Batesville, we enclose the preliminary plans for that portion of the sewer system rehabilitation to be accomplished by contract and a copy of the calibrated sewer system model which is to be used for further detailed analyses.

In August 2007 the City completed a detailed flow monitoring study of the city's wastewater collection system to evaluate the significance and extent of rainfall-dependent infiltration/inflow (RDI/I). In that study, previously submitted to the Department, the flow monitoring data demonstrated that 80% of the RDI/I was found in 7 of the 16 subdivided collection system basins. In August 2011 the City completed a detailed sewer system evaluation survey (SSES) for the entire collection system. A copy of that report has been previously transmitted to the Department. That study determined that extensive sewer system defects were found system-wide. A summary of those defects is found in Table 1 (attached hereto). Following an analysis of these sewer system defects by the City and its engineering consultant, it has been determined that certain repairs will be performed by the Batesville Water Utility (BWU) and others will be performed by construction contract utilizing the services of general contractors specializing in sewer system repairs.

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Further analysis of the sewer system defects in the seven priority basins identified approximately \$6.5 million of sewer system rehabilitation construction and engineering work. Table 2 (attached hereto) shows a summary of the basins for which rehabilitation will be accomplished in the first phase of sewer system rehabilitation. The table breaks down the specific sewer system rehabilitation tasks by sewer system basin and an estimate of the associated construction/rehabilitation costs.

The enclosed sewer system rehabilitation plans (the first item of our required December 31, 2012 submission) consist of a bound set of 11 x 17 plan sheets as well as a set of specifications and contract documents. Sheet G2 of the plans outline the priority basins of the sewer system for which rehabilitation will be accomplished by contract in this phase of the City's rehabilitation efforts. Sheets C1 through C7 delineate the manhole and sewer line rehabilitation in each individual basin, as well as a detailed tabulation of the rehabilitation efforts for both manhole repairs and cast in place pipe (CIPP) rehabilitation. The CIPP rehabilitation that is proposed in these contract documents consists of approximately 11,600 linear feet and will be bid after the necessary regulatory reviews are completed.

In basin 11 (sheet C3) and basin 7 (sheet C4) the legend on the plan sheet identifies certain pipelines with a magenta highlight which indicates segments of sewer lines which will be replaced by BWU personnel. These replacement efforts by BWU encompass approximately 31,000 linear feet of sewer system which is projected to be completed during 2012 and 2013.

Documentation of the sewer system modeling (the second item required of our December 31, 2012 submission) is also included with this submission. These documents are contained in a separate envelope marked "Sewer System Model Documentation." The packet of information contains an overall model map which identifies each reach of the sewer system that is a part of the model. In addition there are larger scale maps of the sewer system showing the detailed alignment and manhole numbers in the model for selected basins.

Following the series of manhole location maps, there is a table that sets out the model base flow calibration for the sewer system model. A schematic showing the different basins of the system and their interconnectivity is also shown on the table. The calibration error for all basins is individually less than 1/2%. Following the average flow calibration table is a series of hydrographs that show the diurnal 24 hour extended period simulation for base flow in each basin. These hydrographs compare the observed base flow with the simulated base flow of the model.

An additional series of hydrographs is enclosed that shows the RDI/I for both the flow observed during the 2007 flow monitoring, and simulated flow derived by the model for each basin.

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Following the RDI/I hydrographs is a series of tables and sewer system profile drawings that delineates the detailed data used to model each basin.

The model will be used to perform detailed analyses of the sewer system to determine which reaches of the system require additional pipeline capacity. The purpose of the model is to identify capacity improvements to the pipelines in the system in order to mitigate overflows and bypasses within the collection system.

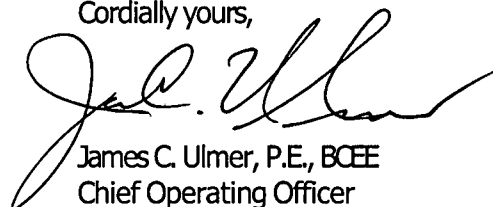
Following the detailed analyses utilizing the model, the City will plan for future phases of increased capacity within the system consistent with the milestone schedule which projects completion of sewer system rehabilitation work by October 2018.

The city has completed contract section 1 of the ANRC-funded project for wastewater system improvements. The project consisted of constructing a tunnel through the large hill that separates the city's collection system from the wastewater treatment facility, and the construction of sewer pipelines having diameters ranging from 36 to 60 inches in diameter. The project began in February 2010 and was completed in September of 2012. The sewer lines from this contract section 1 project will be placed into service in the spring of 2014, following the completion of the wastewater treatment plant improvements which began in August 2011.

In September 2012 the City submitted to the Department plans for sewer system rehabilitation in Basin 5. Bids were taken on October 23, 2012 for these sewer system improvements. A preconstruction conference with the low bidder occurred on December 13, 2012 and the construction contracts were signed by the City and the contractor. The contractor has been given a notice to proceed date of January 2, 2013. It is anticipated that the contractor will complete these improvements by the fall of 2013.

We trust this submission meets with the Department's approval as we continue to complete the elements required by the consent administrative order. If you have any questions or comments regarding this submission please feel free to give me a call.

Cordially yours,



James C. Ulmer, P.E., BCEE  
Chief Operating Officer

JCU:bl

cc: (w/encl.)  
(w/o encl.)

Mr. Damon Johnson, P.E., Batesville City Engineer  
Mayor Rick Elumbaugh

**Table 1 - System-Wide Rehabilitation Methods & Quantities Summary**

Manhole Rehabilitation	Occurrences	Responsible Party	Status	Estimated Cost
Rehab 1001: Raise Manhole - Unpaved	28	BWU	Complete	\$ 11,200
Rehab 1002: Raise Manhole - Paved	3	BWU	Complete	\$ 1,800
Rehab 1010: Install Manhole Insert	701	BWU	Complete	\$ 133,190
Rehab 1015: Install Chimney Seal	10			\$ 5,000
Rehab 1020: Realign and Grout Casting - Unpaved	183	BWU		\$ 60,390
Rehab 1021: Realign and Grout Casting - Paved	36	BWU		\$ 19,080
Rehab 1022: Replace Manhole Ring & Cover -Unpaved	69	BWU		\$ 55,200
Rehab 1023: Replace Manhole Ring & Cover -Paved	4	BWU		\$ 4,000
Rehab 1024: Replace Manhole Lid	8	BWU		\$ 1,200
Rehab 1040: Clean Manhole, and Coat - < 6 feet deep	195	Contractor	1	\$ 214,500
Rehab 1041: Clean Manhole, and Coat - > 6 feet deep	195	Contractor	1	\$ 346,922
Rehab 1043: Repair Manhole Wall Lift Holes	60	BWU		\$ 30,000
Rehab 1047: Repair Manhole Pipe Seals	396	BWU		\$ 253,440
Rehab 1055: Remove Manhole Steps, Stop I/I and Repair	6	BWU		\$ 1,800
Rehab 1110: Repair Manhole Bench and Trough	76	BWU		\$ 43,320
Rehab 1205: Repair Manhole Chimney and Coat	111	Contractor		\$ 66,600
Manhole Rehabilitation Sub-Total				\$ 1,247,642
Mainline Rehabilitation	Occurrences	Responsible Party	Status	Estimated Cost
Rehab 5010: Clean and CCTV	8	BWU	Complete	\$ 5,856
Rehab 5000: Clean Mainline	78	BWU	Complete	\$ 65,624
Rehab 4510: Cured In Place Lining or Replace	153	Contractor	1	\$ 2,741,092
Rehab 4360: Point Repair	17	BWU		\$ 58,900
Rehab 4430: Replace Mainline	229	50-60% BWU	2	\$ 2,907,038
Other	2			\$ 18,926
Mainline Rehabilitation Sub-Total				\$ 5,797,436
Private Lateral Rehabilitation	Occurrences	Responsible Party	Status	Estimated Cost
Rehab 3350: Disconnect Abandoned Service Line at Property Line	4	BWU		\$ 2,400
Rehab 3390: Disconnect Area Drain	2	BWU		\$ 1,300
Rehab 3360: Point Repair on Municipal Service Line	9	BWU		\$ 4,050
Rehab 3360: Point Repair on Private Service Line	53	BWU		\$ 24,450
Rehab 3340: Repair Broken Cleanout	86	BWU	Complete	\$ 21,900
Rehab 3330: Replace Missing Cleanout Cap	123	BWU	Complete	\$ 6,150
Rehab 3400: Replace Section of Service Line	11	BWU		\$ 8,640
Private Lateral Rehabilitation Sub-Total				\$ 68,890

**NOTES:**

1. Phase 1 of Sewer System Rehabilitation for Basins U1, 13, 11, 7, 10, 5 & 8
2. Part by Contractor in Phase 2 Rehabilitation

**Table 2 - Summary of System Rehabilitation for Priority Basins**

**Batesville Sewer System**

Basin	Manhole Rehabilitation	Mainline Rehabilitation					Total City Rehabilitation	Private Lateral Rehabilitation
		CIPP	Replace	Point Repair	Disconnect Storm Drain	Install Manhole		
U1	\$ 69,433	\$ 188,012	\$ 160,427				\$ 417,872	\$ 3,750
13	154,449	295,436	587,874	20,640	-	-	1,058,399	2,750
11	137,221	420,937	676,577	39,725	2,850	-	1,277,310	137,221
7	146,143	148,648	706,449	9,250	-	-	1,010,490	14,900
10	66,507	141,805	8,137	3,000	-	-	219,449	6,750
5	132,207	256,169	424,883	-	-	16,076	829,335	10,350
8	52,857	140,248	-	-	-	-	193,105	1,600
<b>Totals</b>	<b>\$ 758,817</b>	<b>\$ 1,591,255</b>	<b>\$ 2,564,347</b>	<b>\$ 72,615</b>	<b>\$ 2,850</b>	<b>\$ 16,076</b>	<b>\$ 5,005,960</b>	<b>\$ 177,321</b>

SPECIFICATIONS AND CONTRACT DOCUMENTS

# SANITARY SEWER REHABILITATION

Manhole Rehabilitation and  
Cured-In-Place Pipe (CIPP)  
Installation for Wastewater  
Collection System

\*\*\*\*\*

FOR THE  
CITY OF BATESVILLE, ARKANSAS

Project No. WRD-003-620

Plans No. BA-138RHB

December 2012



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Fayetteville, Arkansas

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## ADVERTISEMENT FOR BIDS

Notice is hereby given that, pursuant to an order of the City Council of the City of Batesville, Arkansas, sealed bids will be received at City Hall until \_\_\_\_\_ p.m. on \_\_\_\_\_, \_\_\_\_\_, 2013, for furnishing all tools, materials and labor and performing the necessary work for construction of Sanitary Sewer Rehabilitation – Manhole Rehabilitation and Cured-In-Place Pipe (CIPP) Installation for Wastewater Collection System. At this time the bids received will be publicly opened and read aloud. The work generally consists of:

Rehabilitation of approximately 289 sanitary sewer manholes, including 36-inch and 48-inch diameters constructed of brick and concrete, along with approximately 21,507 linear feet of cured-in-place (CIPP) sanitary sewer line reconstruction, including televising, active sewer service line determination, cleaning and root-removal, bypass pumping, liner installation, and reinstatement of sanitary sewer services, for a complete installation of items as detailed and set forth in the Contract Documents.

Plans and specifications are on file and may be examined at the Batesville City Hall, 500 E. Main Street, Batesville, Arkansas 72501, and in the office of McGoodwin, Williams and Yates, Inc., Consulting Engineers, 302 E. Millsap Road, Fayetteville, Arkansas 72703. Copies of these documents may be obtained from the office of said engineers upon request and upon the payment of \$\_\_\_\_\_ for each set of plans and specifications, which is not refundable.

The contractors shall make such inspection and studies of the site of the work as to familiarize themselves with all conditions to be encountered.

A (non)-mandatory Prebid Conference will be held at City Hall, 500 E. Main Street, at \_\_\_\_\_ p.m. on \_\_\_\_\_, \_\_\_\_\_ 2013.

Each bid must be accompanied by an acceptable statement of bidder's qualifications. The requirements of the bidder's statement of qualifications will be furnished to prospective bidders with plans and specifications.

Each bid must be accompanied by an acceptable form of bid guaranty in the amount equal to at least five percent of the whole bid, and such bid bond or cashier's check shall be subject to the conditions provided in the Instructions to Bidders.

Bids must be made upon the official bid sheets contained in the specifications, and such bid sheets shall not be removed from the remainder of the Specifications and Contract Documents. All bids shall be sealed and the envelopes addressed to the Mayor, City of Batesville, 500 E. Main Street, Batesville, Arkansas 72501. All bids shall be plainly marked on the outside of the envelope specifying that it is a bid for construction of Sanitary Sewer Rehabilitation – Manhole Rehabilitation and Cured-In-Place Pipe (CIPP) Installation for Wastewater Collection System, the time for opening of bids, and the name and current contractor's license number of the bidder.

All bidders must be licensed under the terms of Act 150, Arkansas Acts of 1965, and Act 162 of 1987, as amended.

Any contract or contracts awarded under this invitation for bids will be subject to the requirements of the Arkansas Revolving Loan Fund (RLF) Programs as described in the Contract Documents.

All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. Bidders on this work will be required to comply with the President's Executive Order 11246, as amended. The requirements for bidders and contractors under this order are explained in the Specifications.

Each bidder must comply with the requirements, terms, and conditions of Arkansas Natural Resources Commission, the Disadvantaged, Minority and Women Business Enterprise (DBE/MBE/WBE) requirements, reporting requirements, Labor Standards, and Equal Employment Opportunity provisions during the performance of this contract. The Bidder commits itself to the requirements for the participation contained herein and all other requirements, terms, and conditions of these bid conditions by submitting a properly signed Bid. Each requirement listed above for the RLF programs are in the ANRC Supplemental Conditions in the Contract Documents.

The City reserves the right to reject any and all bids and to waive any informalities in the proposal deemed to be in the best interests of the City. The City further reserves the right to withhold the awarding of the contract for a period not to exceed 60 days after the receipt of bids.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Denise M. Johnston, City Clerk

## INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS. Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007) have the meanings assigned to them in the General Conditions. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

1.1 "Bidder" means one who submits a Bid directly to Owner, as distinguished from a sub-bidder, who submits a bid to a Bidder.

1.2 "Issuing Office" means the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

1.3 "Successful Bidder" means the lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

1.4 "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Specifications and Contract Documents (including all Addenda issued prior to receipt of Bids).

## 2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of the Bidding Documents in the number and for the amount, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Engineer upon request.

2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS. To demonstrate qualifications to perform the Work, each Bidder must submit with his Bid the following Statement of Bidder's Qualifications. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein.

## STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Instructions  
to Bidders

- 1) Name of Bidder.
- 2) Permanent main office address.
- 3) When organized.
- 4) If a corporation, where incorporated.
- 5) List state contractor licenses.
- 6) How many years have you been engaged in the contracting business under your present firm or trade name?
- 7) Contracts on hand. (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- 8) General character of work performed by your company.
- 9) Have you ever failed to complete any work awarded to you?
- 10) Have you ever defaulted on a contract? If so, where and why?
- 11) List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
- 12) List your major equipment available for this contract.
- 13) Experience in construction similar in size to this project, along with project owners and engineers.
- 14) Background and experience of the principal members of your organization, including the officers.
- 15) Credit available: \$ \_\_\_\_\_
- 16) Give bank reference: \_\_\_\_\_
- 17) Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?  Yes  No

Dated at \_\_\_\_\_ this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

Name of Organization: \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_ being duly sworn deposes and says  
that he (she) is the \_\_\_\_\_ of  
\_\_\_\_\_, Contractor(s), and that answers to  
the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_\_.

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

My commission expires \_\_\_\_\_  
(Seal)

#### 4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

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

4.1.1 to examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical data" referred to below);

4.1.2 to visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;

4.1.3 to consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;

4.1.4 to study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data;

4.1.5 to promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.

4.2 Reference is made to the Supplementary General Conditions for identification of:

4.2.1 those reports of explorations and tests of subsurface conditions at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such reports but not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the

Instructions  
to Bidders

completeness thereof for the purposes of bidding or construction.

4.2.2 those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such drawings but not upon other data, interpretations, opinions or information shown or indicated in such drawings or otherwise relating to such structures, nor upon the completeness thereof for the purposes of bidding or construction.

Copies of such reports and drawings will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.02 of the General Conditions has been identified and established in paragraph SC-4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

4.3 Information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner and Engineer do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in paragraphs 4.02, 4.03 and 4.04 of the General Conditions.

4.5 Before submitting a Bid, each Bidder will, at Bidder's own expense, be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.6 On request in advance, Owner will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the site to its former condition upon completion of such explorations, investigations, tests and studies.

4.7 Reference is made to the Supplementary Conditions for the identification of the general nature of work that is to be performed at the site by Owner or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be

submitted. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such work.

4.8 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated or expressly required by the Contract Documents, the Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by Engineer is acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

4.9 The provisions of 4.1 through 4.8 of this Instruction to Bidders, inclusive, do not apply to Asbestos, Polychlorinated biphenyls (PCBs), Petroleum, Hazardous Waste or Radioactive Material covered by paragraph 4.06 of the General Conditions.

5. AVAILABILITY OF LANDS FOR WORK, ETC. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

## 6. INTERPRETATIONS AND ADDENDA

6.1 All questions about the meaning or intent of the Bidding Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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

7. PREBID CONFERENCE. A (non-)mandatory Prebid Conference will be held at City Hall, 500 E. Main Street, Batesville, Arkansas, at \_\_\_\_\_ p.m. on \_\_\_\_\_ 20\_\_\_\_. Representatives of the Owner and Engineer will be present to discuss the Project. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

8. BID SECURITY

8.1 Each Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety meeting the requirements of paragraph 5.02 and SC-5.02.A of the General Conditions.

8.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the 61st day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

9. CONTRACT TIMES. The numbers of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the term "Contract Times" is defined in paragraph 1.01.A.14 of the General Conditions) are set forth in the Agreement (or incorporated therein by reference to the attached Bid Form).

10. LIQUIDATED DAMAGES. Provisions for liquidated damages, if any, are set forth in the Agreement.

11. SUBSTITUTE OR "OR-EQUAL" ITEMS. The contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of materials or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in paragraph 6.05 of the General Conditions and may be supplemented in the General Requirements.

12. SUBCONTRACTORS, SUPPLIERS AND OTHERS. The Contractor shall not assign or sublet all or any part of this Contract without the prior written approval of the Owner nor shall the Contractor allow such Subcontractor to commence Work until he has provided such workers' compensation and public liability insurance as may be required. The approval of each subcontract by the Owner will in no manner release the Contractor from any of his obligations as set out in the Plans, Specifications, Contract and Bonds.



13. BID FORM

13.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer (or the issuing office).

13.2 All blanks on the Bid Form must be completed in ink or by typewriter.

13.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

13.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

13.5 All names must be typed or printed below the signature.

13.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

13.7 The address and telephone number for communications regarding the Bid must be shown.

13.8 Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with paragraph 3 above. State contractor license number must also be shown.

14. SUBMISSION OF BIDS. Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder, Contractor's License No., and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. THE BID FORM SHALL NOT BE REMOVED FROM THE SPECIFICATIONS AND CONTRACT DOCUMENTS.

15. MODIFICATION AND WITHDRAWAL OF BIDS

15.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

15.2 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, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder

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will be disqualified from further bidding on the Work to be provided under the Contract Documents.

16. OPENING OF BIDS. Bids will be opened and (unless obviously nonresponsive) read aloud publicly at the place where Bids are to be submitted. A tabulation of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after preparation by the Engineer.

17. BIDS TO REMAIN SUBJECT TO ACCEPTANCE. All bids will remain subject to acceptance for 60 days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

18. AWARD OF CONTRACT

18.1 Owner reserves the right to reject any and all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

18.2 In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

18.3 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary General Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

18.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

18.5 If the contract is to be awarded, it will be awarded to the lowest responsive, responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

18.6 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within 60 days after the day of the Bid opening.

19. CONTRACT SECURITY. Paragraph 5.01 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to Performance and Payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required Performance and Payment Bonds.

20. SIGNING OF AGREEMENT. When Owner gives Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within 15 days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten days thereafter Owner shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

21. COMPLIANCE WITH STATE LICENSING LAW. Contractors must be licensed in accordance with the requirements of Act 150, Arkansas Acts of 1965, and Act 162, Arkansas Acts of 1987, as amended, the "Arkansas State Licensing Law for Contractors." Bidders who submit Bids in excess of \$20,000 must submit evidence of their having a contractor's license before their bids will be considered, and shall note their license number on the outside of their Bid.

22. LABOR LAWS. The Contractor shall abide by all federal, state and local laws governing labor. The Contractor further agrees to save the Owner harmless from the payment of any contribution under the State Unemployment Compensation Act, and the Contractor agrees that if he is subject to the Arkansas State Unemployment Act, he will make whatever contributions are required under and by virtue of the provisions of said Act.

23. WAGES AND LABOR. The Contractor shall comply with Labor Law & Regulations as established by the Davis-Bacon Act (40 U.S.C. 276a-7) as amended.

24. COMPLIANCE WITH ACT 125, ARKANSAS ACTS OF 1965. The attention of all Bidders is called to the provisions of Act 125, Arkansas Acts of 1965. This act provides for payment for certain taxes on materials and equipment brought into the state. It further provides for methods of collecting said taxes. All provisions of this Act will be complied with under this Contract.

25. WITHHOLDING STATE INCOME TAXES. The Contractor shall deduct and withhold Arkansas income taxes, as required by Arkansas law, from wages paid to employees, whether such employees are residents or nonresidents of Arkansas.

26. COMPLIANCE WITH RULES AND REGULATIONS FOR THE ENFORCEMENT AND ADMINISTRATION OF ACT 162, ARKANSAS ACTS OF 1987. The attention of all NON-RESIDENT BIDDERS is called to the provision of Act 162, Arkansas Acts of 1987. This act provides for non-resident contractors and subcontractors notice and bond regulations by the Commissioner of Revenues, Department of Finance and

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Administration, Post Office Box 1272, Little Rock, Arkansas 72203 prior to commencing work or undertaking to perform any duties under any contract within the State of Arkansas.

27. COMPLIANCE WITH ARKANSAS CODE ANNOTATED 22-9-203. Pursuant to Arkansas Code Annotated 22-9-203, the Owner encourages all qualified small, minority, and women business enterprises to bid on and receive contracts for goods, services, and construction. The Owner also encourages all general contractors to subcontract portions of their contract to qualified small, minority, and women business enterprises.
28. COMPLIANCE WITH ARKANSAS CODE ANNOTATED 22-9-204. Contractors shall comply with Arkansas Code Annotated 22-9-204, and all subcontractors referenced in this section and listed by the Contractor in the Bid Form shall be licensed by the State of Arkansas at the time of bid.
29. TRENCH SAFETY. The Contractor shall comply with Act 291 of the 1993 Arkansas General Assembly concerning Trench & Excavation Safety and OSHA Standards for Excavation and Trenches Safety System, 29 CFR 1926, Subpart P.
30. REVOLVING LOAN FUND. The bidder's attention is called to the requirements of the ANRC Supplemental Conditions for the ANRC State Revolving Fund contained in these Contract Documents, including but not limited to, Disadvantaged, Minority and Women's Business (DBE/MBE/WBE) participation and reporting requirements as well as labor standards, and equal employment opportunity. Further, bidders will be required to submit with their bids, a Contractor's Act of Assurance form certifying their understanding of and compliance with the ANRC Supplemental Conditions and a completed DBE/MBE/WBE Compliance Evaluation Form.
31. COMPLIANCE WITH DBE/MBE/WBE SUBCONTRACTOR SOLICITATIONS. The bidder's attention is called to the requirements of the ANRC Supplemental Conditions for the Revolving Loan Fund (RLF) contained in the Contract Documents including but not limited to Disadvantaged, Minority and Women's Business (DBE/MBE/WBE) participation and reporting requirements as well as Labor Standards, and Equal Employment Opportunity. Further, bidders will be required to submit with their Bids, a Contractor's Act of Assurance Form certifying their understanding of and compliance with the ANRC Supplemental Conditions. In addition, post-bid completion of DBE/MBE/WBE Compliance Evaluation Forms will be required and approved before the Contract can be awarded. After bids have been opened and prior to Award, the apparent low bidder will have fifteen (15) business days to submit their DBE solicitation process and forms. All bidders, as condition of bidding, are required to document to the Owner and to the Commission that the "good faith efforts" were taken in the preparation of bids to obtain DBE/MBE/WBE participation.

## ANRC REVOLVING LOAN FUND (RLF) SUPPLEMENTAL CONDITIONS

1. Project Funding
  2. Supersession
  3. Definitions
  4. Additional Instructions & Detail Drawings
  5. Drawings & Specifications
  6. Land & Rights-of-Way
  7. Bidding and Contract Award
  8. Disadvantaged, Minority, Women's Business Enterprises
  9. Equal Employment Opportunity Clause
  10. Labor Standards
  11. Responsibilities of Participants Regarding Transactions (a.k.a. Debarment and Suspension)
  12. Procurement Prohibitions
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  22. Job Bulletin Board
  23. Shop Drawings
  24. Materials, Services & Facilities
  25. Safety Standards
  26. Protection of Lives and Property
  27. Protection of Work, Property, and Persons
  28. Protection of the Environment
  29. Archeological, Historical, and Cultural Remains
  30. Stormwater Permit Requirements
  31. Engineer's Authority
  32. Owner's Protection from Contractor's Actions
  33. Inspection & Testing
  34. Supervision by Contractor
  35. Payment to Contractor
  36. Acceptance of Final Payment as Release
  37. Cleanup and Corrections
  38. Taxes
  39. State Tax Exemption
  40. Operation and Maintenance Manual
  41. Changes in the Work
  42. Subsurface Conditions
  43. Correction of Work
  44. Surveys, Permits, Regulations
  45. Time for Completion & Liquidated Damages
  46. Suspension of Work, Termination, & Delay
  47. Plans of Record
  48. Guarantee
  49. Patents
  50. Conflicts of Interest
  51. Mediation by Mutual Agreement
  52. Gratuities
- Appendix A Labor Standards Provisions, EPA Form 5720-4
- Appendix B Equal Employment Opportunity Provisions, Title 41, Chapter 60
- Appendix C 40 CFR Part 33 Subpart C: Good Faith Efforts

1. **PROJECT FUNDING**

These ANRC Supplemental Conditions are based on detailed, specific guidance provided by the United States Environmental Protection Agency (US EPA).

In accordance with Title XV and XVI, the Arkansas Natural Resources Commission (ANRC) and the Arkansas Department of Finance and Administration (ADFA) is not a partner, joint venture or in any way party to the construction contract. The Recipient and its contractors shall release and hold harmless the officers and employees of the Commission and ADFA from claims arising in connection with the design, construction and operation of the project including any matter due solely to the contractor or borrowers negligence.

2. **SUPERSESSON**

These ANRC Supplemental Conditions set out additional program requirements of the RLF Program. These ANRC Supplemental Conditions are not provided to replace the Standard General Conditions or Supplementary Conditions of these Contract Documents. These ANRC Supplemental Conditions supersede conflicting conditions of these Contract Documents where the ANRC Supplemental Conditions are more stringent or place additional conditions to these Contract Documents. The Contractor shall promptly notify the Engineer of any conflict between these ANRC Supplemental Conditions and the balance of these Contract Documents.

3. **DEFINITIONS**

Wherever used in the Contract Documents, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

- A. **Addenda** - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications, or corrections.
- B. **Bid** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- C. **Bidder** - Any person, firm or corporation submitting a Bid for the Work.
- D. **Bonds** - Bid, Performance, and Payment Bonds and other instruments of surety, furnished by the Contractor and the Contractor's surety in accordance with the Contract Documents.
- E. **Change Order** - A written order to the Contractor authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
- F. **ANRC Commission** - The ANRC (Arkansas Natural Resources Commission) is the state funding agency responsible for loaning the funds used to finance the construction of this project.
- G. **Contract Documents** - The contract, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications, General Conditions, Supplementary General Conditions, ANRC Supplemental Conditions, and Addenda.

- H. **Contract Price** - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- I. **Contract Time** - The number of calendar days stated in the Contract Documents for the completion of the Work.
- J. **Contractor** - The person, firm or corporation with whom the Owner has executed the Agreement.
- K. **Drawings** - The parts of the Contract Documents, which show the characteristics, and scope of the Work to be performed and which have been prepared or approved by the Engineer.
- L. **Engineer** - The person, firm, or corporation named as such in the Contract Documents.
- M. **Field Order** - A written order effecting a change in the Work not involving an adjustment in the Contract Price, an extension of the Contract Time, or a change affecting the overall integrity of the design of the project issued by the Engineer, not the Engineer's Resident Project Representative (RPR), to the Contractor during construction.
- N. **Notice of Award** - The written notice of the acceptance of the Bid from the Owner to the successful Bidder.
- O. **Notice to Proceed** - Written communication issued by the Owner to the Contractor authorizing him/her to proceed with the Work and establishing the date for commencement of the Work.
- P. **Owner** - A public or quasi-public body or authority, corporation, association, partnership, or an individual for whom the Work is to be performed.
- Q. **Plans of Record** - A compilation of marked-up drawings, addenda, change orders, and other data furnished by the Contractor to produce a set of record documents showing significant changes made during construction. These documents are based on unverified information provided by other parties, which the Engineer shall assume will be reliable, and the Engineer cannot and does not warranty their accuracy.
- R. **Project** - The undertaking to be performed as provided in the Contract Documents.
- S. **Resident Project Representative** - The authorized representative of the Owner who is assigned to the Project site or any part thereof.
- T. **Shop Drawings** - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, Supplier or distributor, which illustrates how specific portions of the Work shall be fabricated or installed.
- U. **Specifications** - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- V. **Subcontractor** - An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
- W. **Substantial Completion** - That date certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the

Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

- X. **ANRC Supplemental Conditions** - Modifications to the Standard General Conditions and Contract Documents required by a State agency for participation in the Project and approved by the agency in writing prior to inclusion in the Contract Documents, or such requirements that may be imposed by applicable state laws.
- Y. **Supplier** - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.
- Z. **Work** - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.
- AA. **Written Notice** - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address, or delivered in person to said party or their authorized representative on the Work.

**5. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS**

- A. The Contractor may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the Work required by the Contract Documents.
- B. The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detailed drawings and instructions.

**6. DRAWINGS AND SPECIFICATIONS**

- A. The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the Owner.
- B. In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scaled dimensions from Drawings.
- C. Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.



- D. In the case of defective Specifications for which the Owner is responsible, the equitable adjustment shall include any increased cost the Contractor reasonably incurred in attempting to comply with those defective Specifications.

**7. LAND AND RIGHTS-OF-WAY**

- A. Prior to issuance of Notice to Proceed, the Owner shall obtain all land and rights-of-way necessary for carrying out and for the completion of the Work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.
- B. The Owner shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.
- C. The Contractor shall provide at its own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

**8. BIDDING AND CONTRACT AWARD**

- A. Prospective Bidders are advised that other sections of these ANRC Supplemental Conditions describe requirements pertaining to bidding and the performance of the RLF funded contract. The ANRC Supplemental Conditions should be thoroughly reviewed by prospective Bidders prior to the preparation and submission of bids.
- B. Awards shall be made only to the lowest responsive, responsible Contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Bidders are required to comply with the requirements of these ANRC Supplemental Conditions in the preparation and submission of bids. Failure by the bidder to comply with the requirements outlined herein may result in the rejection of the bid as non-responsive.
- C. Bidders shall submit with the bid proposal an executed Contractor's Act of Assurance form as provided in these contract documents. Through execution of this form, the Bidder warrants its understanding of and compliance with these ANRC Supplemental Conditions and all relevant requirements pertaining to the RLF funded work. In addition, each prime Contractor is required to submit an executed Contractor's Act of Assurance form to the Owner for each subcontract awarded above \$2,000.00.
- D. The information described below shall be submitted to the Commission by the Owner for review and approval within thirty days of bid opening. Construction contracts will not be Awarded without Commission concurrence.
- i. Proposal of the lowest responsive responsible Bidder.
  - ii. Bid tabulation showing all bids and bid opening date.
  - iii. Recommendation of Award of contract by Engineer.
  - iv. Clear Site Certificate without exceptions.



- vii. Owner will issue a written decision within 15 days following receipt of the bid protest, unless factors beyond Owner's reasonable control prevent such a resolution, in which event such decision will be issued as expeditiously as circumstances reasonably permit. The decision will state the reasons for the action taken by Owner. A copy of the decision will be furnished to the protestor, the Commission, the Bidder whose bid is the subject of the bid protest, and all Bidders affected by the decision. A Bidder is affected by the decision on a bid protest if a decision on the protest could have resulted in the Bidder not being the lowest responsible and responsive Bidder for the contract.

**9. DISADVANTAGED, MINORITY, AND WOMEN'S BUSINESS ENTERPRISES**

Whenever subcontracts are solicited, the Contractor is required to take affirmative steps (known as "good faith efforts") to assure that disadvantaged business enterprises (DBE), which includes small and minority and women's business enterprises (MBE/WBE) as well, are used when possible as sources of materials, supplies, equipment, construction activities and professional services. DBE utilization is authorized by 40 CFR Parts 30, 31, 33, 35, and 40, OMB Circular A-102, and Executive Orders 11625, 12432 and 12138.

The Contractor and Loan Recipient shall at a minimum, take the following affirmative actions, known as "good faith efforts" in the procurement of subcontracts for construction, equipment, services, and supplies:

- i. Ensure DBE firms are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities and include small, minority and women's businesses on solicitation lists;
- ii. Assure that small, minority and women's businesses are solicited whenever they are potential sources;
- iii. Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small, minority and women's businesses;
- iv. Establish delivery schedules, when the requirements of the work permit, which will encourage participation by small, minority and women's businesses;
- v. Use the services of the Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce, AHTD and AEDC as appropriate.
- vi. Continue the above steps, including follow-up contact as necessary, throughout the performance of the contract.

Prime Contractors must also follow the steps indicated below in the paragraph entitled "DBE/MBE/WBE Requirements Prior to Bidding" and all other instructions of this document.

**DBE/MBE/WBE Requirements Prior to Award:** All Bidders, as a condition of bidding, are required to document to the Owner and to the Commission that the "good

faith efforts" were taken in the preparation of bids to obtain DBE/MBE/WBE participation. Contractors, including DBE Prime Contractors, must conduct the "six good faith efforts" as well. Steps for Compliance are as follows:

- i. Solicit DBE/MBE/WBE quotes through direct solicitation communication, document that this was done, and **submit within fifteen (15) days of the bid opening**. Examples of direct solicitation communication that must be conducted by the low bidder are: faxes, letters, phone calls, and emails. Indicate the source of the DBE/MBE/WBE list(s) used. Sources of DBE Certified Lists are listed below. Newspaper Advertisements/Public Notices alone will not meet the required DBE solicitation efforts.
- ii. Document efforts and responses received.
- iii. Document contracts awarded, or intent to award, and indicate whether the contract is with a DBE/MBE or WBE certified firm.
- iv. Document the basis on which the subcontractor/supplier was selected and/or rejected for all contracts awarded.

**Note:** Subcontracts include: supplies, services, equipment, and construction activity.

If the Primary Contractor states that he can complete the entire project using only in-house services and supplies, then the Contractor must indicate they will not use a subcontractor or procure supplies, services, and equipment on the DBE Compliance Evaluation Form. This occurs very infrequently.

If more information is needed please feel free to contact the Division's DBE Coordinator Keith Sanders at (501) 682-0554.

**Required Forms:** These forms are to be submitted within fifteen days of the bid opening.

- DBE Compliance Evaluation Form Supplemental Conditions of the Revolving Loan Fund. (This form is numbered RLF-96 for CWRLF projects.) This form is to be completed and submitted within fifteen (15) days of the bid opening.

**Lists of DBE/MBE/WBE firms are available from:**

- Arkansas Highway and Transportation Department, Programs and Contracts Division; 10324 I-30; Post Office Box 2261; Little Rock, Arkansas 72203, Phone: (501) 569-2259 [www.ahtd.state.ar.us/contract/program/letting](http://www.ahtd.state.ar.us/contract/program/letting)
- Arkansas Economic Development Commission, Small and Minority Business Team; One Capitol Mall; Little Rock, Arkansas 72201; Phone: (501) 682-6105 <http://www.arkansasedc.com>.
- Arkansas Small Business Administration, Business Opportunity Section; 2120 Riverfront Drive, Suite 100; Little Rock, Arkansas 72202-1747; Phone: (501) 324-7379; <http://pro-net.sba.gov/> or <http://www.ccr.gov>.

A Copy of 40 CFR Part 33, Subpart C- Good Faith Efforts is attached to these ANRC Supplemental Conditions.

**DBE/MBE/WBE Reporting Requirements:** In addition to the reporting and documentation requirements during bidding, the Contractor is required to report to the Owner within fifteen days of the end of each calendar quarter, or to the Division as requested, all contracts awarded to DBE/MBE/WBE firms throughout the life of the contract, including the one year Project Performance Period. The Owner is required to report to the Division within thirty days of the end of each calendar quarter, all contracts awarded by the Owner and subcontracts awarded by the Owner's Contractors to DBE/MBE/WBE firms. In accordance with 40 CFR 35, Subpart K, the Division must report to the Environmental Protection Agency all DBE/MBE/WBE participation in the RLF program.

**10. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, marital status, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, sex, age, marital status, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to furnish and post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this equal employment opportunity clause.
- B. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, sex, age, marital status, or national origin.
- C. In the event of the Contractor's noncompliance with the equal employment opportunity clause of this contract or with any rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part.
- D. The Contractor shall include the provisions of subparagraphs (A) through (C) in every subcontract or purchase order involved with this contract.
- E. The Contractor or any Subcontractor shall have an affirmative action plan which declares that it does not discriminate on the basis of race, color, creed, national origin, sex, marital status, or age and which specifies goals and target dates to assure the implementation of that plan. The Owner shall establish procedures to assure compliance with this requirement by the Contractor and to assure that suspected or reported violations are promptly investigated.

- F. The Contractor and Subcontractors supplying materials, equipment and/or labor must comply with the Civil Rights Act of 1964 as amended (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794), Section 13 of the Federal Water Pollution Control Act Amendments of 1972 regarding sex discrimination (Public Law 92-500), and the Age Discrimination Act of 1973.

The Contractor and all Subcontractors shall provide equal employment opportunity for all qualified applicants and all contractor solicitations for employees must contain the Equal Employment Opportunity statement. The Prime Contractor must assure Subcontractor compliance with the Civil Rights Act for each subcontract by including the Act of Assurance form and these ANRC Supplemental Conditions in each Subcontract in excess of \$10,000. Applicable Equal Employment Opportunity regulations and Nondiscrimination provisions are described in the Appendix to these ANRC Supplemental Conditions.

#### **11. LABOR STANDARDS**

The Contractor and all Subcontractors awarded subcontracts shall pay all laborers and mechanics employed on the project not less than the prevailing wage rates, as determined by the United States Secretary of Labor, in accordance with the Davis-Bacon Act as provided for in the ANRC Supplemental Condition's Appendix A.

The wage decision identifies job classifications and minimum wages to be paid to all workers. Payrolls must be submitted weekly by the Contractor and all non-exempt Subcontractors to the Owner showing each worker's name, address, job classification, hourly rate of pay, daily regular and overtime hours, gross and net pay, and any fringe benefits where applicable. All workers are required to receive overtime pay in any week in which the hours worked exceed 40 hours per work week. Overtime is paid at a rate not less than 1 and 1/2 times the worker's base rate of pay.

The Owner is responsible for monitoring contractor compliance with Davis-Bacon Act requirements. The Owner will check payrolls for compliance, maintain payroll files, and make on-site interviews with the Contractor's employees to verify payroll accuracy. The Owner will provide the Commission a letter with each pay request certifying wages, through payroll review and employee interviews, met the Davis-Bacon Requirements of this contract. Copies of completed interviews will be forwarded to the Commission.

#### **12. RESPONSIBILITIES OF PARTICIPANTS REGARDING TRANSACTIONS (A.K.A. DEBARMENT AND SUSPENSION)**

Individuals or organizations that have been debarred or excluded from participating in Federal Assistance programs under 40 CFR Part 32 are prohibited from participating in the RLF program. This prohibition applies for every contract and subcontract for materials, supplies, equipment, and services. Contractors and Subcontractors shall

execute the Contractors Act of Assurance Form as provided in the Contract Documents certifying compliance with 40 CFR Part 32.

**13. PROCUREMENT PROHIBITIONS**

As required by Executive Order 11738, Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, RLF loan recipients, Prime Contractors and Subcontractors are prohibited from procuring goods and services from persons who have been convicted of violations of either law if the goods or services are to be produced by the facility that gave rise to the violation.

**14. SUBSTITUTIONS (of "or Equal")**

All RLF procurement transactions shall be conducted in a manner that promotes maximum free and open competition. Whenever a material, article, or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function may be considered for substitution. The Contractor may recommend, in accordance with the requirements of the Standard General Conditions, the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer, such material, article or piece of equipment is of equal substance and function to that specified, the Engineer may consider its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutes are reviewed and no exceptions are taken, then no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

**15. INSURANCE**

- A. The Contractor shall purchase and maintain such insurance as will protect it from claims set forth in the Standard General Conditions as amended by the Supplementary Conditions, which may arise out of, or result from, the Contractor's execution of the Work, whether such execution be by the Contractor, any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
- B. Certificates of Insurance acceptable to the Owner and the Commission shall be filed with the Owner and the Commission prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled

unless at least fifteen days prior written notice has been given to the Owner and the Commission. The insurance shall be made by an agent licensed by the Insurance Commissioner of the State of Arkansas to represent the surety company executing the bonds. Furthermore, the Commission will be a "Certificate Holder" and the words "will endeavor" must be removed from the insurance form.

**16. CONTRACT SECURITY**

- A. The Contractor shall within ten days after the receipt of the Notice of Award furnish the Owner and the Commission with a Performance Bond and a Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents. Such Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570, provided that the contract amount shall not exceed the underwriting limitation listed for the surety in Circular 570. For contracts in excess of \$100,000.00, the Bonds shall be issued by a Bonding Company by the A.M. BEST Rating Book as follows:
- i. contracts in excess of \$100,000.00, but less than \$1,000,000.00 - "B+" rating or higher and contract amount may not exceed 2.0% of the policyholder's surplus.
  - ii. contracts in excess of \$1,000,000.00 - "A" rating or higher and contracts may not exceed 2.0% of the policyholder's surplus.
- B. In addition, the Bonds shall be executed by an Agent licensed by the Insurance Commissioner of the State of Arkansas to represent the surety company executing the bonds. The mere countersigning of a bond will not be sufficient. The Agent shall file with the bonds its Power of Attorney. The expense of these Bonds shall be borne by the Contractor. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State of Arkansas or is removed from the above list of Surety Companies, Contractor shall within ten days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The Contractor shall pay the premiums on such Bond. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner and the Commission

**17. ASSIGNMENTS**

The Contractor shall not sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of any right, title or interest therein, or any obligations thereunder, without written consent of the Owner.



**18. INDEMNIFICATION**

- A. The Contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims; damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- B. In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's compensation acts, disability benefits acts or other employee benefits acts.
- C. The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, its agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

**19. SEPARATE CONTRACTS**

- A. The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate the Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.
- B. The Owner may perform additional Work related to the Project or the Owner may let other contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such contracts (or the Owner, if the Owner is performing the additional Work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate the Work with theirs.
- C. If the performance of additional Work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the Owner or others involves it in additional expense or entitles it to an extension of the Contract Time, the Contractor may make a claim thereof as provided in Sections 14 and 15.

**20. SUBCONTRACTING**

- A. The Contractor may utilize the services of specialty Subcontracts on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.
- B. The Contractor shall not award Work to Subcontractor(s), in excess of fifty percent of the Contract Price, without prior written approval of the Owner.
- C. The Contractor shall be fully responsible to the Owner for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- D. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- E. Nothing contained in this Contract shall create any contractual relationship between any Subcontractor and the Owner.

**21. PRE-CONSTRUCTION CONFERENCE**

A Pre-Construction Conference (PCC) will be held following the RLF loan closing, the review of bid documents by the Commission, and the Award of the construction contract(s). Work orders will not be issued until after the PCC is held and the Contractor has furnished an acceptable completion schedule as described by these ANRC Supplemental Conditions. The PCC shall be attended by the Owner, Engineer, Contractor(s), and representatives of the Commission. The purpose of the conference will be to define the roles and responsibilities of the Owner, the Commission, the Engineer and all Contractors during the performance of the Contract.

**22. SCHEDULES, REPORTS AND RECORDS**

- A. The Contractor shall submit to the Owner and the Engineer such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the Contract Documents for the Work to be performed. One copy of the up-to-date schedule shall be maintained at the job site.
- B. Prior to the first partial payment estimate, the Contractor shall submit construction progress schedules showing the order in which the Contractor proposes to carry on the Work, including dates at which the various parts of the Work will be started, estimated date of completion of each part and, as applicable:

- i. The dates at which special detailed drawings will be required; and
  - ii. Respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- C. The Contractor shall also submit a schedule of payments that the Contractor anticipates will be earned during the course of the Work that must be updated each month.

**23. JOB BULLETIN BOARD**

The Contractor shall maintain a weather-tight job bulletin board in an area frequented by the Contractor's employees for the duration of construction. The job bulletin board shall display at a minimum a copy of the Davis-Bacon Wage Decision, a Davis-Bacon poster, a notice to employees concerning minimum wage requirements, Equal Employment Opportunity (Labor Standards) information, and a notice to labor unions as applicable. A copy of the construction schedule (i.e. critical path chart) is to be placed on the job bulletin board and updated monthly, showing project progress.

**24. SHOP DRAWINGS**

- A. The Contractor shall provide Shop Drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The Engineer shall promptly review all Shop Drawings. The Engineer's review of any Shop Drawings shall not release the Contractor from responsibility for deviations from the Contract Documents. A change resulting from the review of any Shop Drawings, which substantially deviates from the requirement of the Contract Documents, shall be evidenced by a Change Order.
- B. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that he has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents.
- C. Portions of the Work requiring Shop Drawings or submission of samples shall not begin until the Shop Drawings or submissions have been reviewed by the Engineer. A copy of each reviewed Shop Drawing and each reviewed sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

**25. MATERIALS, SERVICES AND FACILITIES**

- A. It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the Work within the specified time.

- B. Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.
- C. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- D. Materials, supplies, and equipment shall be in accordance with samples submitted by the Contractor and reviewed by the Engineer.
- E. Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

**26. SAFETY STANDARDS**

- A. The Contractor is responsible for complying with the Department of Labor Safety and Health Regulations promulgated under Section 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-333). The Contractor shall not require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards promulgated by regulations of the Secretary of Labor.

Job site situations which pose an immediate and serious threat to life or safety will be referred to the Occupational Safety and Health Administration (OSHA).

- B. Act 291 of the 1993 Arkansas General Assembly applies to all public improvement construction projects that involve any trench or excavation which equals or exceeds five feet in depth. Beginning March 1, 1993, Act 291 requires that:
  - i. The current edition of Occupational Safety and Health Administration Standard for Excavation and Trenches Safety System, 29 CFR 1926, Subpart P, be specifically incorporated into the specifications for the project; and
  - ii. The contract bid form include a separate pay item for trench and excavation safety systems and be included in the base bid.

In the event that a Contractor fails to complete a separate pay item in accordance with the Act, the Owner shall declare that the bid fails to comply fully with the specifications and the bid will be considered invalid as a non-responsive bid.

The Owner shall notify the Safety Commission of the State Department of Labor of the award of a contract covered by this Act.

**27. PROTECTION OF LIVES AND PROPERTY**

- A. In order to protect the lives and health of its employees under the contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment or work under the contract.
- B. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances and methods and for any damage which may result from his failure or his improper construction, maintenance or operation.

**28. PROTECTION OF WORK, PROPERTY, AND PERSONS**

- A. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor will take all necessary precautions for the safety of, will provide the necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- B. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner, of the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.
- C. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. The Contractor will given the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

**29. PROTECTION OF THE ENVIRONMENT**

The Contractor will provide for protection of the environment as required by the Contract Documents, Local Ordinance, State and Federal Law and these ANRC Supplemental Conditions. The Contractor shall:

- i. Limit the area of construction disturbance to areas within temporary and permanent easements and the land areas designated for the Contractors use in performing the work.
- ii. Provide for the protection of trees, shrubs and grass wherever possible.
- iii. Provide for the prevention of air pollution through burning permits as required. The Contractor shall provide dust control on haul roads as site conditions dictate.
- iv. Control noise pollution by providing efficient mufflers on all machinery and limiting work hours if required by the Contract Documents.
- v. Control excessive erosion and sedimentation at the job site through prompt seeding of disturbed areas and the construction of temporary control measures as required in the contract documents and by Storm Water Permits.
- vi. Perform the work in coordination with the Owner and in a manner that will provide for the continuous transport and treatment of wastewater during construction.
- vii. Cease all work in areas where species classified as threatened or endangered under the Endangered Species Act (Public Law 93-205 as amended) are discovered and promptly notify the Engineer.

**30. ARCHAEOLOGICAL, HISTORICAL, AND CULTURAL REMAINS**

The Contractor shall immediately stop all work in any area where artifacts of archaeological, historical or cultural significance are found and notify the Engineer. The Owner shall notify the Commission, the State Advisory Council on Historic Preservation and the Arkansas Natural Heritage Commission of the discovery.

**31. STORMWATER PERMIT REQUIREMENTS**

- A. The Contractor is advised that if this construction activity involves clearing, grading or excavation activities that result in the disturbance of one or more acres of total land area including areas which are part of the total SRF project, this activity is subject to Stormwater Permit Requirements of the Arkansas Department of Environmental Quality. The Owner will obtain an NPDES General Stormwater Permit for construction activities (ARR150000). The Contractor is responsible for compliance with all terms and conditions of the General Permit. Most SRF projects are eligible for inclusion under the General Permit.
- B. The General Permit requires the control of the entrance of pollutants into the surface and ground waters of the State. Temporary and permanent sediment and erosion control measures must be included in the Work during the course of construction. These measures may include temporary and permanent seeding, construction of catch basins, the use of mulch, straw bales and silt fences to control sediments, the use of riprap at erosion-prone areas, and other measures.

- C. The General Permit also requires maintenance and "good housekeeping practices" that include items such as proper waste disposal, proper storage for hazardous materials and designating safe places for equipment maintenance and wash-down.
- D. The Contractor is required to maintain on-site a Stormwater Pollution Prevention Plan describing the stormwater pollution prevention measures that will be taken at the construction site. The Plan must include a site description, a description of the nature of the activity, the intended sequence of the work, estimates of the total area involved in the activity, an estimate of the possible volume of runoff from the area, site maps showing drainage patterns, pollution prevention measures that will be taken, and other items.
- E. The Contractor is responsible for implementation of Best Management Practices described within the Stormwater Pollution Prevention Plan.
- F. The Contractor shall be responsible for implementing all applicable requirements of the Owner's ADEQ General Stormwater Permit for Construction Activity, 401 Water Quality Certification, the COE Section 404 Permit, the ADEQ Short-Term Activity Authorization, the SPCCP, the USFWS recommendations for cave protection, local Municipal Separate Storm Sewer requirements, and all other environmental regulatory requirements that are associated with the construction activities that the Contractor is to perform.

**32. ENGINEER'S AUTHORITY**

- A. The Engineer shall act as the Owner's representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed, and shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.
- B. The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and execution of the Work. Inspections may be made at the factory or fabrication plant of the source of material supply.
- C. The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- D. The Engineer shall promptly make decisions relative to interpretation of the Contract Documents.

**33. OWNER'S PROTECTION FROM CONTRACTOR'S ACTIONS**

The Engineer may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any reviewed partial payment estimate to such extent as may be necessary to protect the Owner from loss on account of:

- i. Defective work not remedied.
- ii. Claims filed or reasonable evidence indicating probable filing of claims.
- iii. Failure of Contractor to make payments properly to Subcontractors or for material or labor.
- iv. A reasonable doubt that the work can be completed for the balance then unpaid.
- v. Damage to another Contractor.
- vi. Performance of work in violation of the terms of the contract documents.

**34. INSPECTION AND TESTING**

- A. All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.
- B. The Owner shall provide for full-time resident observation of the work by the Engineer to verify that the work is being performed in accordance with the ANRC-approved plans, specifications and change orders; and in accordance with sound engineering principles and building practices.

The Engineer's Resident Project Observer(s) (RPR), on behalf of the Owner, will perform required resident observation and tests and maintain on-site records of the work to verify that the work conforms to the contract requirements. The RPR shall make available to the Owner and Commission representatives adequate records of such reviews and tests. Failed tests with passing retests will be clearly marked in the project records.

- C. The Contractor will maintain an adequate inspection and supervision system and perform required inspections and tests to assure that the work conforms to the contract requirements. The Contractor will make available to the Owner and the Commission adequate records of such inspections and tests. Failed tests with passing re-tests will be clearly marked in the project records.
- D. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically 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.
- E. Tests or reviews by the Engineer or others shall not relieve the Contractor from the obligations to perform the Work in accordance with the requirements of the Contract Documents.
- F. The Engineer and the Engineer's representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating State agency shall be permitted to review all work, materials, payrolls, records or personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper



facilities for such access and observation of the Work and also for any review or testing thereof.

- G. The Commission will make periodic engineering and administrative inspections of the project to examine project records, monitor progress and inspect the work for conformance with contract requirements. The Commission shall notify the Owner and the Engineer of any observed deficiencies in the completed construction, procedures or materials used in construction, resident observation, engineering supervision, financial management or any violation of loan program requirements. The Commission will require the Owner to take such action as may be necessary to correct any such observed deficiency.
- H. If any Work is covered contrary to the written instructions of the Engineer it must, if requested by the Engineer, be uncovered for the Engineer's observation and replaced at the Contractor's expense.
- I. If the Engineer considers it necessary or advisable that covered Work be reviewed or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, review and testing and of satisfactory reconstruction, if however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, review, testing and reconstruction and an appropriate Change Order shall be issued.
- J. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance on RLF funded work under this agreement in accordance with the provisions of these Contract Documents. The Contractor shall also maintain the financial information and data used in the preparation or support of the cost submission required for a change order and a copy of the cost summary submitted to the Owner. The Owner and the Commission or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The Contractor will provide proper facilities for such access and inspection.
- K. Upon completion of all project construction, the Commission will schedule a final inspection within thirty days of receipt of a written certification by the Owner that construction is ready for a final inspection. Prior to approval of the final construction payment, the Commission will verify that all construction is complete in accordance with plans, specifications and approved change orders, all equipment has been purchased and installed, the final contract amounts have been agreed to by Change Order, Plans of Record are complete, and the Owner has prepared an operation and maintenance manual

that includes contractor supplied data as required by these ANRC Supplemental Conditions.

Following an acceptable Final Inspection by the Commission, the Commission will provide written acceptance to the Owner of the project and the final construction payment may be requested. The Commission will not approve the final construction payment until the Owner and the Contractor has complied with the requirement for the release of final payment as outlined in these ANRC Supplemental Conditions.

**35. SUPERVISION BY CONTRACTOR**

The Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The Supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The Supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

**36. PAYMENT TO CONTRACTOR**

- A. Disbursements from the State Revolving Loan Fund (RLF) Programs shall be made monthly based upon actual work performed and materials stored on site less retainage. Funds will not be disbursed from the RLF without approval by the Commission. The Commission will approve disbursements provided the Owner (loan recipient) and the Contractor are in compliance with the provisions of these contract documents and RLF regulations. Contract cost overruns approved by the Commission but in excess of the loan amount must be funded by the Owner or through an additional loan. Contract cost overruns not approved by the Commission must be funded by the Owner.
- B. Each month, on the last Friday of the month and at least 20 days before each progress payment falls due (but not more often than once a month), the Contractor shall prepare and submit to the Engineer a progress estimate acceptable in form and content to the Engineer and the Commission supported by such data as the Engineer may reasonably require. The estimate shall show a detailed breakdown of the amount of work completed previously, amount of work completed this period, amount of work completed to date, the amount of retainage, and the quantity and value of materials and equipment currently stored on site that have not been incorporated into the work. Partial payment requests will be placed on the form provided by the Commission and must include a reduced scale copy of the updated construction schedule. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such

supporting data, satisfactory to the Owner as will establish Owner's title to the material and equipment and protect the Owner's interest therein, including applicable insurance.

The progress payment request shall also include a certification by the Contractor that it has complied with all labor standards. The Certification may be placed in the content of the progress payment request or Commission form "Certification by Contractor of Labor Standards Compliance" may be attached to the payment request. No disbursement request will be approved by the Commission without this certification. Furthermore, the Owner will provide the Commission a letter with each pay request certifying wages, through payroll review and employee interviews, met the Davis-Bacon Requirements of this contract. Copies of completed interviews will be forwarded to the Commission.

The Engineer will, within ten days after receipt of each partial payment estimate, either indicate in writing recommendation of payment, and present the partial payment estimate to the Owner or return the partial payment estimate to the Contractor indicating in writing the reasons for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within ten days of presentation of a recommended partial payment estimate by ANRC, pay the Contractor a progress payment on the basis of the recommended partial payment estimate less the retainage.

Retainage will be in accordance with state law (Arkansas Code of 1987 as amended, Annotated 22-9-604) and as described herein. The retainage shall be an amount equal to five percent of said estimate (excluding Section C. below). Upon final completion of the work, any amount retained may be paid to the Contractor. When the Work has been completed except for Work which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgment of the Owner are valid reasons for partial completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the Work still to be completed.

- C. In compliance with Arkansas Code Ann. §17-25-404 (1995), ten percent may be withheld from the Engineer's estimate until a proper statement or certificate is received from the Contractors Licensing Board stating that the required bond has been filed and that the Contractor is otherwise in compliance with Arkansas Code Ann. §17-25-404 (1995).
- i. That no compensating tax is due the State under the contract.
  - ii. That the tax due under the contract has been paid.
  - iii. That a suitable surety bond has been provided by the Contractor and approved by the Contractors Licensing Board as prescribed in the Act.
- D. The Owner shall request payment on Disbursement Request Form supplied during the Pre-Construction Conference. The requested amount shall not exceed the current amounts approved for construction, engineering and other project costs. Only those individuals authorized to represent the Owner and the Engineer shall sign the Disbursement Request Form. Documentation for costs incurred since the last disbursement request must accompany each pay request including the Contractor's

monthly pay estimate with attachments as described in these ANRC Supplemental Conditions and invoices for engineering, administrative, and legal services as well as approved equipment costs.

- E. The Owner is required to submit one copy of the completed Disbursement Request Form and all supporting documentation to the Commission for processing; the deadlines for all disbursements from the City to the Commission will be discussed at the Preconstruction Conference. Disbursement requests not received at the Commission prior to the deadlines established in the Preconstruction Conference will not be processed and paid until the following month.

For the Owner to realize this deadline, Contractor estimates should be received by the Engineer within four (4) calendar days of the last Friday of each month.

- F. Disbursements from the RLF are generally received by the Owner (loan recipient) from the Arkansas Development Finance Authority (ADFA) within the first ten working days of the month. The Owner shall promptly pay all bills due as disbursements are made from the RLF.
- G. Prior to Substantial Completion, the Owner with the approval of the Engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.
- H. The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the Owner.
- I. Upon completion and acceptance of the Work, the Engineer shall issue a certificate attached to the final payment request that the Work has been accepted under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Owner shall be paid to the Contractor within thirty days of completion and acceptance of the Work.
- J. The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demand of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools and all supplies, incurred in the furtherance of the performance of the Work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money

deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, the Contractor's Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

- K. If the Owner fails to make payment sixty days after approval by the Engineer, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.
- L. In addition to the Contract Time specified in these Contract Documents, the Bond Purchase Agreement between the Owner and the Commission contains an estimated completion date beyond which no further loan disbursements will be made without specific written waiver by ADFA and the Commission. ADFA and the Commission will grant waivers only where there is sufficient documented evidence that project completion was delayed through no fault of the Contractor and the Owner.

Regardless of the existence of circumstances where a delay in completion is beyond the control of the Contractor and the Owner, a waiver to the estimated completion date will not be granted should the granting of such waiver harm any commitments made to the purchasers of Revolving Loan Fund Bonds issued by ADFA. Should a waiver be denied, the Owner must complete the project with its own funds or apply for an additional loan from the RLF program.

**37. ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

The acceptance of the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents or the Performance and Payment Bonds.

**38. CLEANUP AND CORRECTIONS**

Where work on unit price items are substantially complete but lack clean-up and/or corrections ordered by the Engineer, amounts shall be deducted from unit prices in partial payment estimates to cover such clean-up and corrections.

**39. TAXES**

The Contractor will pay all sales, consumer, use and other similar taxes required by the laws of the place where the Work is performed.

**40. STATE TAX EXEMPTION**

**This section only applies with projects receiving Clean Water Revolving Loan Funds; Drinking Water Revolving Loan Funds can not receive this benefit.**

Except where applicable below, the Contractor will pay all sales, consumer, use and other similar taxes required by the laws of the place where the Work is performed. Machinery and equipment purchased by the Contractor for installation under this contract may be exempt from Arkansas Sales Tax. Arkansas Department of Finance and Administration Regulation GR-66 states that the gross proceeds derived from the sale of pollution control machinery and equipment are exempt from the tax if:

- i. The machinery and equipment is utilized, either directly or indirectly, by manufacturing or processing plants or facilities, or cities or towns in Arkansas to prevent or reduce air or water pollution or contamination which might otherwise result from the operation of the plant or facility; and,
- ii. The machinery and equipment is required by Arkansas or federal law or regulations to be installed and utilized to control pollution or contamination as evidenced by written documentation from the Arkansas Natural Resources Commission or the Environmental Protection Agency.
- iii. Supplies and chemicals used by pollution control machinery and equipment are taxable.

Should the contract involve the installation of pollution control machinery and equipment at a treatment facility, the Arkansas Department of Environmental Quality will furnish a written general certification to document that the machinery and equipment is required by Arkansas or federal law. A request for written documentation should be sent to the Arkansas Department of Environmental Quality's NPDES Permit Branch, Water Division.

To claim the exemption, the Contractor must provide the vendor with a copy of the documentation. The invoice must show that the purchase is for pollution control machinery and equipment under Arkansas Code Annotated 26-53-114. Most ancillary items necessary to install the equipment do not qualify for tax exemption. Any questions involving the definition of machinery and equipment should be directed to the Arkansas Department of Finance and Administration's Sales and Use Tax Section.

**41. OPERATION AND MAINTENANCE MANUAL**

- A. The Contractor shall furnish four copies of all operation, maintenance, repair and replacement manuals, and product data for all equipment supplied by the Contractor to

the Engineer. The Engineer shall not submit payments requesting more than eighty percent of the Contract amount until such time as all operation, maintenance, repair and replacement manuals, and product data has been furnished by the Contractor to the Engineer.

- B. The Engineer is required to obtain approval from the Commission of the project operation and maintenance manual prior to the release of the final construction payment.

**42. CHANGES IN THE WORK**

- A. The Owner may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.
- B. All changes should be recorded and approved on a contract Change Order so that they may be included in partial payment estimates. The Commission must approve all contract Change Orders prior to commencing with the associated Work. When drafting Change Orders, the Engineer will use the RLF form provided by the Commission.
- C. All changes, which affect the cost of the construction of the Project, must be authorized by means of a contract Change Order. The contract Change Order will include extra work, work for which quantities have been altered from those shown in the bidding schedule, as well as decreases or increases in the quantities of installed units which are different than those shown in the bidding schedule because of final measurements.

In the case of defective specifications for which the Owner is responsible, the equitable adjustment shall include any increased cost the Contractor reasonably incurred in attempting to comply with those defective specifications.

Where justified, adjustments to the Contract Time specified in the Contract Documents shall be made in conjunction with changes in the work and with equitable adjustments in the contract price as described in these ANRC Supplemental Conditions. Where delays in project completion are not due to changes in the work or acts of the Owner, extensions to the contract time will be made only where there is sufficient documented evidence that delays in project completion were caused by events beyond the contractor's control.

The Owner shall promptly investigate the conditions and if found that conditions materially differ, the Owner will cause an increase or decrease in the Contractor's cost or the time required to perform any part of the work under this agreement as applicable.

The Contractor shall promptly, and before such conditions are disturbed, notify the Owner in when differing site conditions occur. Notification will come in the writing with:

- i. Subsurface or latent physical conditions at the site differing materially from those indicated in this agreement, or
- ii. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this agreement.

No claim of the Contractor for increased cost or time due to differing site conditions shall be allowed unless the Contractor has given a written notice of the differing site conditions within thirty days of the discovery of such conditions.

- D. The Contractor shall document the necessity of all claims for additional cost and time in writing and shall provide detailed cost and time estimates to the Engineer for all proposed contract changes. The Engineer shall review the supporting documents and estimates provided by the Contractor for reasonableness and shall as necessary develop independent cost estimates of the proposed contract changes to assure that the cost of the proposed change is fair and reasonable.
- E. The Owner shall provide sufficient information such as a description and justification for the change, drawings, the Contractor's proposal and other supporting documentation to the Commission for review. The Owner shall promptly notify the Commission in writing of events or proposed changes which may substantially alter the design and scope of the Project, alter the type of treatment provided or the location, size, capacity, or quality of any major item of equipment or treatment unit, or exceed the amount of funds available to complete the project.
- F. The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:
  - i. Unit prices previously approved.
  - ii. An agreed lump sum.
- G. Should project changes increase the amount of funds necessary to complete the Project beyond the initial loan amount, the Owner must fund the project changes or apply to the Commission for monies to cover the cost overruns.
- H. The Engineer, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Engineer unless the Contractor believes that such Field Order entitles the Contractor to change in Contract Price or Time, or both, in which event the Contractor shall give the Engineer written notice thereof within seven days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in Contract Price or Time within thirty days. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.



**43. SUBSURFACE CONDITIONS**

- A. The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the Owner by Written Notice of:
  - i. Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or
  - ii. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.
- B. The Owner shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, an equitable adjustment shall be made and the Contract Documents shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless the required Written Notice has been given; provided that the Owner may, if the Owner determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

**44. CORRECTION OF WORK**

- A. The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.
- B. All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten days after receipt of Written Notice, the Owner may remove such Work and store the materials at the expense of the Contractor.

**45. SURVEYS, PERMITS, REGULATIONS**

- A. The Owner, through the Engineer, shall establish vertical control for the Work. When the Contractor is on the job, the Engineer will establish horizontal control for the Contractor to use for the layout of the Work, consistent with the Contractor's method of layout and construction. From the information provided by the Engineer, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.
- B. The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and

shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.

- C. Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor unless otherwise stated in the ANRC Supplemental Conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, the Contractor shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in Section 42, CHANGES IN THE WORK.

**46. TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

- A. The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.
- C. If the Contractor shall fail to complete the Work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Agreement for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.
- D. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following and the Contractor has promptly given Written Notice of such delay to the Owner or Engineer.
  - i. To any preference, priority or allocation order duly issued by the Owner.
  - ii. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and
  - iii. To any delays of Subcontractors occasioned by any of the causes specified in paragraphs (i.) and (ii) of this article.
- E. Where justified, adjustments to the Contract Time specified in the Contract Documents shall be made in conjunction with changes in the work and with equitable adjustments in the contract price as described in these ANRC Supplemental Conditions. Where delays in project completion are not due to changes in the work or acts of the Owner, extensions

to the contract time will be made only where there is sufficient documented evidence that delays in project completion were caused by events beyond the Contractor's control. Requests for time extensions by the Contractor must be submitted with the pay estimate for the month that the lost days are being sought.

**47. SUSPENSION OF WORK, TERMINATION, AND DELAY**

- A. The Owner may suspend the Work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer which shall fix the date on which Work shall be resumed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.
- B. If the Contractor is adjudged to be bankrupt or insolvent, or makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to Subcontractors or for labor, materials, or equipment or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or disregards the authority of the Engineer, or otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and its surety a minimum of ten days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.
- C. Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents. Upon receipt of a termination action the Contractor shall promptly discontinue all affected work (unless the notice directs otherwise), and deliver or otherwise make available to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Contractor in performing this agreement, whether completed or in process.

- D. After seven days from delivery of a Written Notice to the Contractor and the Engineer, the Owner may, without cause and with prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit.
- E. If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety days by the Owner or under an order of the court or other public authority, or the Engineer fails to act on any request for payment within thirty days after it is submitted, or the Owner fails to pay the Contractor substantially the sum recommended by the Engineer or awarded by arbitrators within thirty days of its approval and presentation, then the Contractor may, after seven days from delivery of a Written Notice to the Owner and the Engineer terminate the Contract and recover from the Owner payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon seven days written notice to the Owner and the Engineer stop the Work until paid all amounts then due, in which event and upon resumption of the Work Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.
- F. If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

**48. PLANS OF RECORD**

To verify quality control, the Contractor and the Resident Project Representative shall each maintain a complete set of Plans and Specifications and reviewed shop drawings at the construction site. In addition, one set of Plans shall be maintained at the site solely for the purpose of marking authorized changes in the plans as the work progresses. These marked-up drawings shall be used in the preparation of Plans of Record drawings following project completion and shall be maintained in current condition at all times.

**49. GUARANTEE**

The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of two years from the date of Substantial Completion. The Contractor warrants and guarantees for a period of two years from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed

defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

**50. PATENTS**

The Contractor shall pay all applicable royalties and license fees, and shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer or manufacturers is specified, however, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the Engineer.

**51. CONFLICTS OF INTEREST**

No official of the Owner who is authorized in such capacity and on behalf of the "Owner" to negotiate, make, accept, or to take part in negotiating, making, or accepting any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof. No officer, employee, architect, attorney, engineer or resident observer of or for the "Owner" who is authorized in such capacity and on behalf of the "Owner" who is in any legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

**52. MEDIATION BY MUTUAL AGREEMENT**

- A. All claims, disputes, and other matters in question arising out of, or relating to, the Contract Documents or the breach thereof, except for claims which have been waived by making an acceptance of final payment as provided by Sections 36 and 37, may be decided by non-binding mediation if the parties mutually agree. The settlement by the mediation shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.
- B. Notice of the request for mediation shall be filed in writing with the other party to the Contract Documents and a copy shall be filed with the Engineer. Request for mediation shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.

- C. The Contractor shall include a similar mediation provision in all agreements with independent contractors retained for the project and to require all independent contractors also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.
- D. The Contractor shall diligently pursue the completion of the work during any mediation or court proceeding unless the work is suspended by the Owner or the contract terminated under the provisions of the Contract Documents.

**53. GRATUITIES**

If the Owner finds after a notice and hearing that the Contractor or any of the Contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the Owner, or the State, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this agreement, the Owner may, by written notice to the Contractor, terminate this agreement. The Owner may also pursue other rights and remedies that the law or this agreement provides. However, the existence of the facts on which the Owner bases such findings shall be at issue and may be reviewed in proceedings under the Mediation by Mutual Agreement section of these ANRC Supplemental Conditions.

Appendix A.

United States Environmental Protection Agency  
Washington, DC 20460

Labor Standards Provisions for  
Federally Assisted Contracts

Davis-Bacon and Related Acts

CWRLF: The recipient agrees to include in all agreements to provide assistance for the construction of treatment works carried out in whole or in part with such assistance 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 with such assistance made available under section 205(m) of that Act (33 U.S.C. 1285(m)), or both, a term and condition requiring compliance with the requirements of section 513 of that Act (33 U.S.C. 1372) in all procurement contracts and sub-grants, and require that loan recipients, procurement contractors and sub-grantees include such a term and condition in subcontracts and other lower tiered transactions. All contracts and subcontracts for the construction of treatment works carried out in whole or in part with assistance made available as stated herein shall insert in full in any contract in excess of \$2,000 the contract clauses as set forth below entitled "Wage Rate Requirements Under FY 2010 Appropriations." This term and condition applies to all agreements to provide assistance under the authorities referenced herein, whether in the form of a loan, bond purchase, grant, or any other vehicle to provide financing for a project, where such agreements are executed on or after October 30, 2009 and before October 1, 2010.

DWRLF: The recipient agrees to include in all agreements to provide assistance for any construction project carried out in whole or in part with such assistance 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), a term and condition requiring compliance with the requirements of section 1450(e) of the Safe Drinking Water Act (42 U.S.C. 300j-9(e)) in all procurement contracts and sub-grants, and require that loan recipients, procurement contractors and sub-grantees include such a term and condition in subcontracts and other lower tiered transactions. All contracts and subcontracts for any construction project carried out in whole or in part with assistance made available as stated herein shall insert in full in any contract in excess of \$2,000 the contract clauses as set forth below entitled "Wage Rate Requirements Under FY 2010 Appropriations." This term and condition applies to all agreements to provide assistance under the authorities referenced herein, whether in the form of a loan, bond purchase, grant, or any other vehicle to provide financing for a project, where such agreements are executed on or after October 30, 2009 and before October 1, 2010.

**Wage Rate Requirements Under FY 2010 Appropriations**

**Preamble**

With respect to the Clean Water and Safe Drinking Water State revolving Funds, EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities

within the State. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

### **I. Requirements under FY 2010 Appropriations For Subrecipients That Are Governmental Entities:**

The following terms and conditions specify how recipients will assist EPA in meeting its DB responsibilities when DB applies to EPA awards of financial assistance under the FY 2010 Appropriations with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact US EPA Region 6 for guidance. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/esa/whd/recovery/>

#### 1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2010 Appropriation, Davis-Bacon prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

#### 2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the subrecipient shall monitor [www.wdol.gov](http://www.wdol.gov) weekly to ensure that the wage determination contained in the solicitation remains



current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

- (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor [www.wdol.gov](http://www.wdol.gov) on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from [www.wdol.gov](http://www.wdol.gov) into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

### **3. Contract and Subcontract provisions.**

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWRLF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2010 appropriation, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate

on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.dol.gov](http://www.dol.gov).

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to

the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or

owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

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

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the

Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### 4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

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

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

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29



CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

## 5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

## **II. Requirements under FY 2010 Appropriations Act For Subrecipients That Are Not Governmental Entities**

The following terms and conditions specify how recipients will assist EPA in meeting its DB responsibilities when DB applies to EPA awards of financial assistance under the FY2010 Appropriations Act with respect to subrecipients that are not governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient for guidance. If a State recipient needs guidance, the recipient may contact (insert name or organizational unit Regional EPA DB contact) for guidance. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/esa/whd/recovery/>

**Under these terms and conditions, the subrecipient must submit its proposed DB wage determinations to the State recipient for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.**

### 1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2010 Appropriation, Davis-Bacon prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

### 2. Obtaining Wage Determinations.

(a) Subrecipients must obtain proposed wage determinations for specific localities at [www.wdol.gov](http://www.wdol.gov). After the Subrecipient obtains its proposed wage determination, it must submit the wage determination to (insert contact information for State recipient DB point of contact for wage determination) for approval prior to inserting the wage determination into a solicitation,

contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official.

(b) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the subrecipient shall monitor [www.wdol.gov](http://www.wdol.gov) on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
- (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor [www.wdol.gov](http://www.wdol.gov) on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(c) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from [www.wdol.gov](http://www.wdol.gov) into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29.CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's

contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

### **3. Contract and Subcontract provisions.**

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWRLF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2010 appropriation, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.dol.gov](http://www.dol.gov).

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request, and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s) shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

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

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on

request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.



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

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

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes

shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**4. Contract Provision for Contracts in Excess of \$100,000.**

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient shall upon the request of the EPA Award Official or 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 contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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

(c) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

## 5. Compliance Verification

(a). The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct

necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c). The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d). The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

Appendix B.

Rules and Regulations

Title 41- Public Contract and Property Management

Chapter 60 - Office of Federal Contract Compliance Programs, Equal Employment  
Opportunity, Department of Labor

Compliance Responsibility for Equal Employment Opportunity

Final Rule

Part 60-1 Obligations of Contractors and Sub-Contractors

§60-1.4 Equal Opportunity Clause

(a) **FEDERALLY ASSISTED CONSTRUCTION CONTRACTS** (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER. That in the event a contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interest of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: PROVIDED, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliances.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee): refrain from extending any further assistance to the applicant under the program with

respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(b) **SUBCONTRACTS.** Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(c) **INCORPORATION BY REFERENCE.** The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the director may designate.

(d) **INCORPORATION BY OPERATION OF THE ORDER.** By operation of the Order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the Order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(e) **ADAPTATION OF LANGUAGE.** Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

**Part 60-4 - Construction Contractors - Affirmative Action Requirements**  
**§60-4.2 Solicitations.**

(a) All Federal contracting officers and all applicants shall include the notice set forth in paragraph (d) of this section and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth in §60-4.3 of this part in all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts to be performed in geographical areas designated by the Director pursuant to §60-4.6 of the part. Administering agencies shall require the inclusion of the notice set forth in paragraph (d) of this section and the specifications set forth in §60-4.3 of this part as a condition of any grant, contract, subcontract, loan, insurance or guarantee involving federally assisted construction covered by this part 60-4.

(b) All nonconstruction contractors covered by Executive Order 11246 and the implementing regulations shall include the notice in paragraph (d) of this section in all construction agreements which are necessary in whole or in part to the performance of the covered nonconstruction contract.

(c) Contracting officers, applicants and nonconstruction contractors shall give (SIC) written notice to the Director within 10 working days of award of a contract subject to these provisions. The notification shall include the name, address and telephone number of the contractor; employer identification number; dollar amount of the contract, estimated starting and completion dates of the contract; the contract number; and geographical area in which the contract is to be performed.

(d) The following 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 in excess of \$10,000 to be performed in geographical areas designed by the Director pursuant to §60-4.5 of this part (see 4) CFR 60-4.2 (a)):

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

- (1) The Offeror'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 work force in each trade on all construction work in the covered area, are as follows:

Time Tables	Goals for minority participation for each trade Insert goals for each year.	Goals for female participation in each trade Insert goals for each year.
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These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. 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 nonfederally 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 specification 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 the 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 sub-contract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- (4) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

§60-4.3 EQUAL OPPORTUNITY CLAUSES;

(a) The equal opportunity clause published at 41 CFR 60-1.4 (a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at



41 CFR 60-1.4 (b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all nonconstruction 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 Contracts Compliance Programs, United States Department of Labor, or any person to who the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- (2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- (3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not

excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- (4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a 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 in meeting the goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement, or 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. The 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 therefore, along with what-ever 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 meets its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and 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 complied under 7b above.
  - f. Disseminate the Contractor's EEO policy by providing notice of the 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 onsite 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 new media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with who 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 work force.

- 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 obligation under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- (8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participating may be asserted as fulfilling any one or more to its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force 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 to the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- (9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- (10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

- (12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
  - (13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contract fails to comply with the requirements to 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 of 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).
- (b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR part 60-4 become effective.

Appendix C.

40 CFR PART 33

**PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES  
IN UNITED STATES ENVIRONMENTAL PROTECTION AGENCY PROGRAMS**

**Subpart C—Good Faith Efforts**

**§ 33.301 What does this subpart require?**

A recipient, including one exempted from applying the fair share objective requirements by § 33.411, is required to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, even if it has achieved its fair share objectives under subpart D of this part:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

**§ 33.302 Are there any additional contract administration requirements?**

- (a) A recipient must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient.
- (b) A recipient must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor.
- (c) If a DBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the six good faith efforts described in § 33.301 if soliciting a replacement subcontractor.
- (d) A recipient must require its prime contractor to employ the six good faith efforts described in § 33.301 even if the prime contractor has achieved its fair share objectives under subpart D of this part.

**§ 33.303 Are there special rules for loans under EPA financial assistance agreements?**

A recipient of an EPA financial assistance agreement to capitalize a revolving loan fund, such as a State under the CWRLF or DWSRF or an eligible entity under the Brownfields Cleanup Revolving Loan Fund program, must require that borrowers receiving identified loans comply with the good faith efforts described in § 33.301 and the contract administration requirements of § 33.302. This provision does not require that such private and nonprofit borrowers expend identified loan funds in compliance with any other procurement procedures contained in 40 CFR part 30, part 31, or part 35, subpart O, as applicable.

**§ 33.304 Must a Native American (either as an individual, organization, Tribe or Tribal Government) recipient or prime contractor follow the six good faith efforts?**

- (a) A Native American (either as an individual, organization, corporation, Tribe or Tribal Government) recipient or prime contractor must follow the six good faith efforts only if doing so would not conflict with existing Tribal or Federal law, including but not limited to the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e), which establishes, among other things, that any federal contract, subcontract, grant, or subgrant awarded to Indian organizations or for the benefit of Indians, shall require preference in the award of subcontracts and subgrants to Indian organizations and to Indian-owned economic enterprises.
- (b) Tribal organizations awarded an EPA financial assistance agreement have the ability to solicit and recruit Indian organizations and Indian-owned economic enterprises and give them preference in the award process prior to undertaking the six good faith efforts. Tribal governments with promulgated tribal laws and regulations concerning the solicitation and recruitment of Native-owned and other minority business enterprises, including women-owned business enterprises, have the discretion to utilize these tribal laws and regulations in lieu of the six good faith efforts. If the effort to recruit Indian organizations and Indian-owned economic enterprises is not successful, then the recipient must follow the six good faith efforts. All tribal recipients still must retain records documenting compliance in accordance with § 33.501 and must report to EPA on their accomplishments in accordance with § 33.502.
- (c) Any recipient, whether or not Native American, of an EPA financial assistance agreement for the benefit of Native Americans, is required to solicit and recruit Indian organizations and Indian-owned economic enterprises and give them preference in the award process prior to undertaking the six good faith efforts. If the efforts to solicit and recruit Indian organizations and Indian-owned economic enterprises is not successful, then the recipient must follow the six good faith efforts.
- (d) Native Americans are defined in § 33.103 to include American Indians, Eskimos, Aleuts and Native Hawaiians.

## CONTRACTOR'S ACT OF ASSURANCE FORM

As the authorized agent of the individual, incorporation, or corporation (hereinafter referred to as the Contractor) bidding on or participating in a Revolving Loan Fund (RLF) financed project, I certify that I have read and understand the requirements of the RLF Supplemental General Conditions, and that the principles, agents and employees of the Contractor will comply with these requirements, including all relevant statutes and regulations issued pursuant thereto. As the authorized agent of the Contractor, I further certify that:

**DBE / MBE / WBE** During the bid process, and throughout the performance of the Contract, whenever subcontracts are to be awarded, I will take the six (6) affirmative steps described in the Supplemental General Conditions to use Disadvantaged, Minority and Women's Business (DBE / MBE / WBE) firms wherever possible. I will document to the borrower and the Arkansas Natural Resources Commission all efforts to secure DBE / MBE / WBE participation, including follow-up efforts, and will report to the Owner the dollar value of all DBE / MBE / WBE contracts and subcontracts awarded.

**EQUAL OPPORTUNITY** I will comply with all requirements of 41 CFR Chapter 60 and Executive Orders 11246 and 11375, including inclusion of all required equal opportunity clauses in each subcontract awarded in excess of \$10,000, and will furnish a similar statement from each proposed subcontractor, when appropriate. I will also comply with all Equal Employment Opportunity requirements as defined by Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; and Section 13 of the Federal Water Pollution Control Act Amendments of 1972 regarding sex discrimination.

**NONSEGREGATED FACILITIES** The Contractor that I represent does not and will not maintain any facilities provided for its employees in a segregated manner, or permit its



employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. I will also obtain a similar certification from each subcontractor prior to the award of any subcontract exceeding \$10,000 to said subcontractor, which is not exempt from the equal opportunity clause.

**LABOR STANDARDS** I will comply with the Labor Standards Provisions contained in Davis-Bacon wage rates specific to this contract and the RLF Supplemental General Conditions. I understand that the aggregate wage rates paid to any employees must equal or exceed the sum total of the base rate plus any listed fringe rate. I will furnish weekly payrolls and certifications as may be required by the Owner to affirm compliance. I will also require that weekly payrolls be submitted to the Owner for all Subcontracts.

**OSHA REQUIREMENTS** I will comply with the Department of Labor Occupational Safety and Health Administration (OSHA) Regulations promulgated under Section 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-333) in performance of the contract.

**PROCUREMENT PROHIBITIONS** In compliance with Executive Order 11738, Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, I certify that I will not procure goods and services from persons who have been convicted of violations of either law, if the facility that gave rise to said violations produces said goods or services.

**PRESERVATION OF OPEN COMPETITION** In accordance with Executive Order 13202 and its amendments, I certify that I have not discriminated against my employees or any subcontractor based upon labor affiliation or lack thereof.

RESPONSIBILITIES OF PARTICIPANTS REGARDING TRANSACTIONS (A.K.A. DEBARMENT AND SUSPENSION) I certify that I shall fully comply with Subpart C of 40 CFR Part 32, entitled "Responsibilities of Participants Regarding Transactions." I am responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 40 CFR Part 32, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. I am responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. I acknowledge that failing to disclose the information required under 40 CFR 32.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment. I further acknowledge that I may access the Excluded Parties List System at <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

I understand that a false statement on this certification regarding any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution. I further certify that I will obtain a similar certification for each subcontract awarded.

**AUTHORIZED AGENT**

CONTRACTOR NAME: \_\_\_\_\_

ARKANSAS LICENSE NO. \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**DBE/MBE/WBE COMPLIANCE EVALUATION FORM  
SUPPLEMENTAL CONDITIONS OF THE REVOLVING LOAN FUND  
(Bid Package Documentation)**

Bidders are to complete this form and submit within fifteen days after the bid opening. A condition for remaining in competition for award is the satisfactory completion of this form. The undersigned submits the following data with respect to the firm's efforts to meet the Arkansas Natural Resources Commission's goal for DBE/MBE/WBE participation. If you have any questions please contact Mr. Keith Sanders, Environmental Program Manager at (501) 682-0554 or email keith.sanders@arkansas.gov.

Prime Contractors that are DBE firms are not exempt from conducting the "good faith efforts" as described in 40 CFR Part 33, Subpart C- Good Faith Efforts.

Subcontracting is to be defined as subcontracts for construction, supplies, equipment and services. It is very infrequent that a Prime Contractor can do the job without hiring for construction, equipment, supplies, and services. If Prime Contractor does not sub-contract/procure for any of the categories mentioned above, the Prime Contractor must indicate that on this form.

1. Name of Project: \_\_\_\_\_ Project No: \_\_\_\_\_

2. Name of General Contractor: \_\_\_\_\_

3. DBE/MBE/WBE Firm: \_\_\_\_\_

(Name) (Complete a separate form for each  
DBE/MBE/WBE to be used as a subcontractor)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Fax Number)

4. Describe Work to be performed by the DBE/MBE/WBE, provide dollar amount of the subcontract.

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

**DOCUMENTATION OF AFFIRMATIVE STEPS TAKEN TO OBTAIN DBE/MBE/WBE PARTICIPATION**

5. Documentation that DBE/MBE/WBE quotes were solicited through direct communication and documentation of responses received (Direct communication includes: faxes, phone calls, letters, e-mails). Newspaper ads/public notice ads alone will not be considered sufficient to meet the good faith effort requirements. The omission of a newspaper advertisement/public notice is not grounds for the bid to be rejected as well.

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6. What sources were used to identify potential DBE/MBE/WBE firms. (Arkansas Highway and Transportation Department; Arkansas Economic Development Commission's Minority Business Development Division; U.S. Small Business Administration; other sources, please specify and provide documentation). ANRC recommends using the sources above.

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7. Describe steps taken to divide work items into small tasks in an effort to maximize DBE/MBE/WBE participation.

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8. List reasons for rejecting a DBE/MBE/WBE that indicated a desire to participate and/or submitted bids.

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The undersigned hereby certified, having provided responses or documentation to the questions in the foregoing affirmative steps taken to obtain DBE/MBE/WBE participation, that they are true and correct to the best of her/her knowledge, information and belief.

Name of General Contractor: \_\_\_\_\_

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

Title/Date: \_\_\_\_\_

If it is necessary to stand at the outboard or inboard edge of the deckload where less than 24 inches of bulwark, rail, coaming, or other protection exists, all employees shall be provided with a suitable means of protection against falling from the deckload.

(d) *First-aid and lifesaving equipment.*

(1) Provisions for rendering first aid and medical assistance shall be in accordance with subpart D of this part.

(2) The employer shall ensure that there is in the vicinity of each barge in use at least one U.S. Coast Guard-approved 30-inch lifering with not less than 90 feet of line attached, and at least one portable or permanent ladder which will reach the top of the apron to the surface of the water. If the above equipment is not available at the pier, the employer shall furnish it during the time that he is working the barge.

(3) Employees walking or working on the unguarded decks of barges shall be protected with U.S. Coast Guard-approved work vests or buoyant vests.

(e) *Commercial diving operations.* Commercial diving operations shall be subject to subpart T of part 1910, §§ 1910.401-1910.441, of this chapter.

[39 FR 22801, June 24, 1974, as amended at 42 FR 37674, July 22, 1977]

#### § 1926.606 Definitions applicable to this subpart.

(a) *Apron*—The area along the waterfront edge of the pier or wharf.

(b) *Bulwark*—The side of a ship above the upper deck.

(c) *Coaming*—The raised frame, as around a hatchway in the deck, to keep out water.

(d) *Jacob's ladder*—A marine ladder of rope or chain with wooden or metal rungs.

(e) *Rail*, for the purpose of § 1926.605, means a light structure serving as a guard at the outer edge of a ship's deck.

#### Subpart P—Excavations

AUTHORITY: Sec. 107, Contract Worker Hours and Safety Standards Act (Construction Safety Act) (40 U.S.C. 333); Secs. 4, 6, 8, Occupational Safety and Health Act of 1970 (29 U.S.C. 653, 655, 657); Secretary of Labor's Order No. 12-71 (36 FR 8754), 8-76 (41 FR

25059), or 9-83 (48 FR 35736), as applicable, and 29 CFR part 1911.

SOURCE: 54 FR 45959, Oct. 31, 1989, unless otherwise noted.

#### § 1926.650 Scope, application, and definitions applicable to this subpart.

(a) *Scope and application.* This subpart applies to all open excavations made in the earth's surface. Excavations are defined to include trenches.

(b) *Definitions applicable to this subpart.*

*Accepted engineering practices* means those requirements which are compatible with standards of practice required by a registered professional engineer.

*Aluminum Hydraulic Shoring* means a pre-engineered shoring system comprised of aluminum hydraulic cylinders (crossbraces) used in conjunction with vertical rails (uprights) or horizontal rails (walers). Such system is designed, specifically to support the sidewalls of an excavation and prevent cave-ins.

*Bell-bottom pier hole* means a type of shaft or footing excavation, the bottom of which is made larger than the cross section above to form a belled shape.

*Benching* (Benching system) means a method of protecting employees from cave-ins by excavating the sides of an excavation to form one or a series of horizontal levels or steps, usually with vertical or near-vertical surfaces between levels.

*Cave-in* means the separation of a mass of soil or rock material from the side of an excavation, or the loss of soil from under a trench shield or support system, and its sudden movement into the excavation, either by falling or sliding, in sufficient quantity so that it could entrap, bury, or otherwise injure and immobilize a person.

*Competent person* means one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

*Cross braces* mean the horizontal members of a shoring system installed perpendicular to the sides of the excavation, the ends of which bear against either uprights or wales.

*Excavation* means any man-made cut, cavity, trench, or depression in an earth surface, formed by earth removal.

*Faces or sides* means the vertical or inclined earth surfaces formed as a result of excavation work.

*Failure* means the breakage, displacement, or permanent deformation of a structural member or connection so as to reduce its structural integrity and its supportive capabilities.

*Hazardous atmosphere* means an atmosphere which by reason of being explosive, flammable, poisonous, corrosive, oxidizing, irritating, oxygen deficient, toxic, or otherwise harmful, may cause death, illness, or injury.

*Kickout* means the accidental release or failure of a cross brace.

*Protective system* means a method of protecting employees from cave-ins, from material that could fall or roll from an excavation face or into an excavation, or from the collapse of adjacent structures. Protective systems include support systems, sloping and benching systems, shield systems, and other systems that provide the necessary protection.

*Ramp* means an inclined walking or working surface that is used to gain access to one point from another, and is constructed from earth or from structural materials such as steel or wood.

*Registered Professional Engineer* means a person who is registered as a professional engineer in the state where the work is to be performed. However, a professional engineer, registered in any state is deemed to be a "registered professional engineer" within the meaning of this standard when approving designs for "manufactured protective systems" or "tabulated data" to be used in interstate commerce.

*Sheeting* means the members of a shoring system that retain the earth in position and in turn are supported by other members of the shoring system.

*Shield* (Shield system) means a structure that is able to withstand the forces imposed on it by a cave-in and thereby protect employees within the structure. Shields can be permanent structures or can be designed to be portable and moved along as work progresses. Additionally, shields can be either premanufactured or job-built in

accordance with § 1926.652 (c)(3) or (c)(4). Shields used in trenches are usually referred to as "trench boxes" or "trench shields."

*Shoring* (Shoring system) means a structure such as a metal hydraulic, mechanical or timber shoring system that supports the sides of an excavation and which is designed to prevent cave-ins.

*Sides.* See "Faces."

*Sloping* (Sloping system) means a method of protecting employees from cave-ins by excavating to form sides of an excavation that are inclined away from the excavation so as to prevent cave-ins. The angle of incline required to prevent a cave-in varies with differences in such factors as the soil type, environmental conditions of exposure, and application of surcharge loads.

*Stable rock* means natural solid mineral material that can be excavated with vertical sides and will remain intact while exposed. Unstable rock is considered to be stable when the rock material on the side or sides of the excavation is secured against caving-in or movement by rock bolts or by another protective system that has been designed by a registered professional engineer.

*Structural ramp* means a ramp built of steel or wood, usually used for vehicle access. Ramps made of soil or rock are not considered structural ramps.

*Support system* means a structure such as underpinning, bracing, or shoring, which provides support to an adjacent structure, underground installation, or the sides of an excavation.

*Tabulated data* means tables and charts approved by a registered professional engineer and used to design and construct a protective system.

*Trench* (Trench excavation) means a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet (4.6 m). If forms or other structures are installed or constructed in an excavation so as to reduce the dimension measured from the forms or structure to the side of the excavation to 15 feet (4.6 m) or less

(measured at the bottom of the excavation), the excavation is also considered to be a trench.

*Trench box.* See "Shield."

*Trench shield.* See "Shield."

*Uprights* means the vertical members of a trench shoring system placed in contact with the earth and usually positioned so that individual members do not contact each other. Uprights placed so that individual members are closely spaced, in contact with or interconnected to each other, are often called "sheeting."

*Wales* means horizontal members of a shoring system placed parallel to the excavation face whose sides bear against the vertical members of the shoring system or earth.

**§ 1926.651 Specific excavation requirements.**

(a) *Surface encumbrances.* All surface encumbrances that are located so as to create a hazard to employees shall be removed or supported, as necessary, to safeguard employees.

(b) *Underground installations.* (1) The estimated location of utility installations, such as sewer, telephone, fuel, electric, water lines, or any other underground installations that reasonably may be expected to be encountered during excavation work, shall be determined prior to opening an excavation.

(2) Utility companies or owners shall be contacted within established or customary local response times, advised of the proposed work, and asked to establish the location of the utility underground installations prior to the start of actual excavation. When utility companies or owners cannot respond to a request to locate underground utility installations within 24 hours (unless a longer period is required by state or local law), or cannot establish the exact location of these installations, the employer may proceed, provided the employer does so with caution, and provided detection equipment or other acceptable means to locate utility installations are used.

(3) When excavation operations approach the estimated location of underground installations, the exact location of the installations shall be determined by safe and acceptable means.

(4) While the excavation is open, underground installations shall be protected, supported or removed as necessary to safeguard employees.

(c) *Access and egress*—(1) *Structural ramps.* (i) Structural ramps that are used solely by employees as a means of access or egress from excavations shall be designed by a competent person. Structural ramps used for access or egress of equipment shall be designed by a competent person qualified in structural design, and shall be constructed in accordance with the design.

(ii) Ramps and runways constructed of two or more structural members shall have the structural members connected together to prevent displacement.

(iii) Structural members used for ramps and runways shall be of uniform thickness.

(iv) Cleats or other appropriate means used to connect runway structural members shall be attached to the bottom of the runway or shall be attached in a manner to prevent tripping.

(v) Structural ramps used in lieu of steps shall be provided with cleats or other surface treatments on the top surface to prevent slipping.

(2) *Means of egress from trench excavations.* A stairway, ladder, ramp or other safe means of egress shall be located in trench excavations that are 4 feet (1.22 m) or more in depth so as to require no more than 25 feet (7.62 m) of lateral travel for employees.

(d) *Exposure to vehicular traffic.* Employees exposed to public vehicular traffic shall be provided with, and shall wear, warning vests or other suitable garments marked with or made of reflectorized or high-visibility material.

(e) *Exposure to falling loads.* No employee shall be permitted underneath loads handled by lifting or digging equipment. Employees shall be required to stand away from any vehicle being loaded or unloaded to avoid being struck by any spillage or falling materials. Operators may remain in the cabs of vehicles being loaded or unloaded when the vehicles are equipped, in accordance with § 1926.601(b)(6), to provide adequate protection for the operator during loading and unloading operations.

(f) *Warning system for mobile equipment.* When mobile equipment is operated adjacent to an excavation, or when such equipment is required to approach the edge of an excavation, and the operator does not have a clear and direct view of the edge of the excavation, a warning system shall be utilized such as barricades, hand or mechanical signals, or stop logs. If possible, the grade should be away from the excavation.

(g) *Hazardous atmospheres—(1) Testing and controls.* In addition to the requirements set forth in subparts D and E of this part (29 CFR 1926.50-1926.107) to prevent exposure to harmful levels of atmospheric contaminants and to assure acceptable atmospheric conditions, the following requirements shall apply:

(i) Where oxygen deficiency (atmospheres containing less than 19.5 percent oxygen) or a hazardous atmosphere exists or could reasonably be expected to exist, such as in excavations in landfill areas or excavations in areas where hazardous substances are stored nearby, the atmospheres in the excavation shall be tested before employees enter excavations greater than 4 feet (1.22 m) in depth.

(ii) Adequate precautions shall be taken to prevent employee exposure to atmospheres containing less than 19.5 percent oxygen and other hazardous atmospheres. These precautions include providing proper respiratory protection or ventilation in accordance with subparts D and E of this part respectively.

(iii) Adequate precaution shall be taken such as providing ventilation, to prevent employee exposure to an atmosphere containing a concentration of a flammable gas in excess of 20 percent of the lower flammable limit of the gas.

(iv) When controls are used that are intended to reduce the level of atmospheric contaminants to acceptable levels, testing shall be conducted as often as necessary to ensure that the atmosphere remains safe.

(2) *Emergency rescue equipment.* (i) Emergency rescue equipment, such as breathing apparatus, a safety harness and line, or a basket stretcher, shall be readily available where hazardous at-

mospheric conditions exist or may reasonably be expected to develop during work in an excavation. This equipment shall be attended when in use.

(ii) Employees entering bell-bottom pier holes, or other similar deep and confined footing excavations, shall wear a harness with a life-line securely attached to it. The lifeline shall be separate from any line used to handle materials, and shall be individually attended at all times while the employee wearing the lifeline is in the excavation.

(h) *Protection from hazards associated with water accumulation.* (1) Employees shall not work in excavations in which there is accumulated water, or in excavations in which water is accumulating, unless adequate precautions have been taken to protect employees against the hazards posed by water accumulation. The precautions necessary to protect employees adequately vary with each situation, but could include special support or shield systems to protect from cave-ins, water removal to control the level of accumulating water, or use of a safety harness and lifeline.

(2) If water is controlled or prevented from accumulating by the use of water removal equipment, the water removal equipment and operations shall be monitored by a competent person to ensure proper operation.

(3) If excavation work interrupts the natural drainage of surface water (such as streams), diversion ditches, dikes, or other suitable means shall be used to prevent surface water from entering the excavation and to provide adequate drainage of the area adjacent to the excavation. Excavations subject to runoff from heavy rains will require an inspection by a competent person and compliance with paragraphs (h)(1) and (h)(2) of this section.

(i) *Stability of adjacent structures.* (1) Where the stability of adjoining buildings, walls, or other structures is endangered by excavation operations, support systems such as shoring, bracing, or underpinning shall be provided to ensure the stability of such structures for the protection of employees.

(2) Excavation below the level of the base or footing of any foundation or retaining wall that could be reasonably



expected to pose a hazard to employees shall not be permitted except when:

(i) A support system, such as underpinning, is provided to ensure the safety of employees and the stability of the structure; or

(ii) The excavation is in stable rock; or

(iii) A registered professional engineer has approved the determination that the structure is sufficiently removed from the excavation so as to be unaffected by the excavation activity; or

(iv) A registered professional engineer has approved the determination that such excavation work will not pose a hazard to employees.

(3) Sidewalks, pavements, and appurtenant structure shall not be undermined unless a support system or another method of protection is provided to protect employees from the possible collapse of such structures.

(j) *Protection of employees from loose rock or soil.* (1) Adequate protection shall be provided to protect employees from loose rock or soil that could pose a hazard by falling or rolling from an excavation face. Such protection shall consist of scaling to remove loose material; installation of protective barricades at intervals as necessary on the face to stop and contain falling material; or other means that provide equivalent protection.

(2) Employees shall be protected from excavated or other materials or equipment that could pose a hazard by falling or rolling into excavations. Protection shall be provided by placing and keeping such materials or equipment at least 2 feet (.61 m) from the edge of excavations, or by the use of retaining devices that are sufficient to prevent materials or equipment from falling or rolling into excavations, or by a combination of both if necessary.

(k) *Inspections.* (1) Daily inspections of excavations, the adjacent areas, and protective systems shall be made by a competent person for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions. An inspection shall be conducted by the competent person prior to the start of work and as needed throughout

the shift. Inspections shall also be made after every rainstorm or other hazard increasing occurrence. These inspections are only required when employee exposure can be reasonably anticipated.

(2) Where the competent person finds evidence of a situation that could result in a possible cave-in, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions, exposed employees shall be removed from the hazardous area until the necessary precautions have been taken to ensure their safety.

(1) Walkways shall be provided where employees or equipment are required or permitted to cross over excavations. Guardrails which comply with § 1926.502(b) shall be provided where walkways are 6 feet (1.8 m) or more above lower levels.

[54 FR 45959, Oct. 31, 1989, as amended by 59 FR 40730, Aug. 9, 1994]

#### § 1926.652 Requirements for protective systems.

(a) *Protection of employees in excavations.* (1) Each employee in an excavation shall be protected from cave-ins by an adequate protective system designed in accordance with paragraph (b) or (c) of this section except when:

(i) Excavations are made entirely in stable rock; or

(ii) Excavations are less than 5 feet (1.52m) in depth and examination of the ground by a competent person provides no indication of a potential cave-in.

(2) Protective systems shall have the capacity to resist without failure all loads that are intended or could reasonably be expected to be applied or transmitted to the system.

(b) *Design of sloping and benching systems.* The slopes and configurations of sloping and benching systems shall be selected and constructed by the employer or his designee and shall be in accordance with the requirements of paragraph (b)(1); or, in the alternative, paragraph (b)(2); or, in the alternative, paragraph (b)(3), or, in the alternative, paragraph (b)(4), as follows:

(1) *Option (1)—Allowable configurations and slopes.* (i) Excavations shall be sloped at an angle not steeper than one and one-half horizontal to one vertical

(34 degrees measured from the horizontal), unless the employer uses one of the other options listed below.

(ii) Slopes specified in paragraph (b)(1)(i) of this section, shall be excavated to form configurations that are in accordance with the slopes shown for Type C soil in Appendix B to this subpart.

(2) *Option (2)—Determination of slopes and configurations using Appendices A and B.* Maximum allowable slopes, and allowable configurations for sloping and benching systems, shall be determined in accordance with the conditions and requirements set forth in appendices A and B to this subpart.

(3) *Option (3)—Designs using other tabulated data.* (i) Designs of sloping or benching systems shall be selected from and be in accordance with tabulated data, such as tables and charts.

(ii) The tabulated data shall be in written form and shall include all of the following:

(A) Identification of the parameters that affect the selection of a sloping or benching system drawn from such data;

(B) Identification of the limits of use of the data, to include the magnitude and configuration of slopes determined to be safe;

(C) Explanatory information as may be necessary to aid the user in making a correct selection of a protective system from the data.

(iii) At least one copy of the tabulated data which identifies the registered professional engineer who approved the data, shall be maintained at the jobsite during construction of the protective system. After that time the data may be stored off the jobsite, but a copy of the data shall be made available to the Secretary upon request.

(4) *Option (4)—Design by a registered professional engineer.* (i) Sloping and benching systems not utilizing Option (1) or Option (2) or Option (3) under paragraph (b) of this section shall be approved by a registered professional engineer.

(ii) Designs shall be in written form and shall include at least the following:

(A) The magnitude of the slopes that were determined to be safe for the particular project;

(B) The configurations that were determined to be safe for the particular project; and

(C) The identity of the registered professional engineer approving the design.

(iii) At least one copy of the design shall be maintained at the jobsite while the slope is being constructed. After that time the design need not be at the jobsite, but a copy shall be made available to the Secretary upon request.

(c) *Design of support systems, shield systems, and other protective systems.* Designs of support systems shield systems, and other protective systems shall be selected and constructed by the employer or his designee and shall be in accordance with the requirements of paragraph (c)(1); or, in the alternative, paragraph (c)(2); or, in the alternative, paragraph (c)(3); or, in the alternative, paragraph (c)(4) as follows:

(1) *Option (1)—Designs using appendices A, C and D.* Designs for timber shoring in trenches shall be determined in accordance with the conditions and requirements set forth in appendices A and C to this subpart. Designs for aluminum hydraulic shoring shall be in accordance with paragraph (c)(2) of this section, but if manufacturer's tabulated data cannot be utilized, designs shall be in accordance with appendix D.

(2) *Option (2)—Designs Using Manufacturer's Tabulated Data.* (i) Design of support systems, shield systems, or other protective systems that are drawn from manufacturer's tabulated data shall be in accordance with all specifications, recommendations, and limitations issued or made by the manufacturer.

(ii) Deviation from the specifications, recommendations, and limitations issued or made by the manufacturer shall only be allowed after the manufacturer issues specific written approval.

(iii) Manufacturer's specifications, recommendations, and limitations, and manufacturer's approval to deviate from the specifications, recommendations, and limitations shall be in written form at the jobsite during construction of the protective system. After that time this data may be stored off the jobsite, but a copy shall

be made available to the Secretary upon request.

(3) *Option (3)—Designs using other tabulated data.* (i) Designs of support systems, shield systems, or other protective systems shall be selected from and be in accordance with tabulated data, such as tables and charts.

(ii) The tabulated data shall be in written form and include all of the following:

(A) Identification of the parameters that affect the selection of a protective system drawn from such data;

(B) Identification of the limits of use of the data;

(C) Explanatory information as may be necessary to aid the user in making a correct selection of a protective system from the data.

(iii) At least one copy of the tabulated data, which identifies the registered professional engineer who approved the data, shall be maintained at the jobsite during construction of the protective system. After that time the data may be stored off the jobsite, but a copy of the data shall be made available to the Secretary upon request.

(4) *Option (4)—Design by a registered professional engineer.* (i) Support systems, shield systems, and other protective systems not utilizing Option 1, Option 2 or Option 3, above, shall be approved by a registered professional engineer.

(ii) Designs shall be in written form and shall include the following:

(A) A plan indicating the sizes, types, and configurations of the materials to be used in the protective system; and

(B) The identity of the registered professional engineer approving the design.

(iii) At least one copy of the design shall be maintained at the jobsite during construction of the protective system. After that time, the design may be stored off the jobsite, but a copy of the design shall be made available to the Secretary upon request.

(d) *Materials and equipment.* (1) Materials and equipment used for protective systems shall be free from damage or defects that might impair their proper function.

(2) Manufactured materials and equipment used for protective systems shall be used and maintained in a man-

ner that is consistent with the recommendations of the manufacturer, and in a manner that will prevent employee exposure to hazards.

(3) When material or equipment that is used for protective systems is damaged, a competent person shall examine the material or equipment and evaluate its suitability for continued use. If the competent person cannot assure the material or equipment is able to support the intended loads or is otherwise suitable for safe use, then such material or equipment shall be removed from service, and shall be evaluated and approved by a registered professional engineer before being returned to service.

(e) *Installation and removal of support—(1) General.* (i) Members of support systems shall be securely connected together to prevent sliding, falling, kickouts, or other predictable failure.

(ii) Support systems shall be installed and removed in a manner that protects employees from cave-ins, structural collapses, or from being struck by members of the support system.

(iii) Individual members of support systems shall not be subjected to loads exceeding those which those members were designed to withstand.

(iv) Before temporary removal of individual members begins, additional precautions shall be taken to ensure the safety of employees, such as installing other structural members to carry the loads imposed on the support system.

(v) Removal shall begin at, and progress from, the bottom of the excavation. Members shall be released slowly so as to note any indication of possible failure of the remaining members of the structure or possible cave-in of the sides of the excavation.

(vi) Backfilling shall progress together with the removal of support systems from excavations.

(2) *Additional requirements for support systems for trench excavations.* (i) Excavation of material to a level no greater than 2 feet (.61 m) below the bottom of the members of a support system shall be permitted, but only if the system is designed to resist the forces calculated for the full depth of the trench, and

there are no indications while the trench is open of a possible loss of soil from behind or below the bottom of the support system.

(ii) Installation of a support system shall be closely coordinated with the excavation of trenches.

(f) *Sloping and benching systems.* Employees shall not be permitted to work on the faces of sloped or benched excavations at levels above other employees except when employees at the lower levels are adequately protected from the hazard of falling, rolling, or sliding material or equipment.

(g) *Shield systems*—(1) *General.* (i) Shield systems shall not be subjected to loads exceeding those which the system was designed to withstand.

(ii) Shields shall be installed in a manner to restrict lateral or other hazardous movement of the shield in the event of the application of sudden lateral loads.

(iii) Employees shall be protected from the hazard of cave-ins when entering or exiting the areas protected by shields.

(iv) Employees shall not be allowed in shields when shields are being installed, removed, or moved vertically.

(2) *Additional requirement for shield systems used in trench excavations.* Excavations of earth material to a level not greater than 2 feet (.61 m) below the bottom of a shield shall be permitted, but only if the shield is designed to resist the forces calculated for the full depth of the trench, and there are no indications while the trench is open of a possible loss of soil from behind or below the bottom of the shield.

#### APPENDIX A TO SUBPART P OF PART 1926—SOIL CLASSIFICATION

(a) *Scope and application*—(1) *Scope.* This appendix describes a method of classifying soil and rock deposits based on site and environmental conditions, and on the structure and composition of the earth deposits. The appendix contains definitions, sets forth requirements, and describes acceptable visual and manual tests for use in classifying soils.

(2) *Application.* This appendix applies when a sloping or benching system is designed in accordance with the requirements set forth in §1926.652(b)(2) as a method of protection for employees from cave-ins. This appendix also applies when timber shoring for excavations is designed as a method of protection from cave-ins in accordance with appendix C

to subpart P of part 1926, and when aluminum hydraulic shoring is designed in accordance with appendix D. This Appendix also applies if other protective systems are designed and selected for use from data prepared in accordance with the requirements set forth in §1926.652(c), and the use of the data is predicated on the use of the soil classification system set forth in this appendix.

(b) *Definitions.* The definitions and examples given below are based on, in whole or in part, the following: American Society for Testing Materials (ASTM) Standards D653-85 and D2488; The Unified Soils Classification System. The U.S. Department of Agriculture (USDA) Textural Classification Scheme; and The National Bureau of Standards Report BSS-121.

*Cemented soil* means a soil in which the particles are held together by a chemical agent, such as calcium carbonate, such that a hand-size sample cannot be crushed into powder or individual soil particles by finger pressure.

*Cohesive soil* means clay (fine grained soil), or soil with a high clay content, which has cohesive strength. Cohesive soil does not crumble, can be excavated with vertical sideslopes, and is plastic when moist. Cohesive soil is hard to break up when dry, and exhibits significant cohesion when submerged. Cohesive soils include clayey silt, sandy clay, silty clay, clay and organic clay.

*Dry soil* means soil that does not exhibit visible signs of moisture content.

*Fissured* means a soil material that has a tendency to break along definite planes of fracture with little resistance, or a material that exhibits open cracks, such as tension cracks, in an exposed surface.

*Granular soil* means gravel, sand, or silt, (coarse grained soil) with little or no clay content. Granular soil has no cohesive strength. Some moist granular soils exhibit apparent cohesion. Granular soil cannot be molded when moist and crumbles easily when dry.

*Layered system* means two or more distinctly different soil or rock types arranged in layers. Micaceous seams or weakened planes in rock or shale are considered layered.

*Moist soil* means a condition in which a soil looks and feels damp. Moist cohesive soil can easily be shaped into a ball and rolled into small diameter threads before crumbling. Moist granular soil that contains some cohesive material will exhibit signs of cohesion between particles.

*Plastic* means a property of a soil which allows the soil to be deformed or molded without cracking, or appreciable volume change.

*Saturated soil* means a soil in which the voids are filled with water. Saturation does not require flow. Saturation, or near saturation, is necessary for the proper use of instruments such as a pocket penetrometer or shear vane.

*Soil classification system* means, for the purpose of this subpart, a method of categorizing soil and rock deposits in a hierarchy of Stable Rock, Type A, Type B, and Type C, in decreasing order of stability. The categories are determined based on an analysis of the properties and performance characteristics of the deposits and the environmental conditions of exposure.

*Stable rock* means natural solid mineral matter that can be excavated with vertical sides and remain intact while exposed.

*Submerged soil* means soil which is underwater or is free seeping.

*Type A* means cohesive soils with an unconfined compressive strength of 1.5 ton per square foot (tsf) (144 kPa) or greater. Examples of cohesive soils are: clay, silty clay, sandy clay, clay loam and, in some cases, silty clay loam and sandy clay loam. Cemented soils such as caliche and hardpan are also considered Type A. However, no soil is Type A if:

- (i) The soil is fissured; or
- (ii) The soil is subject to vibration from heavy traffic, pile driving, or similar effects; or
- (iii) The soil has been previously disturbed; or
- (iv) The soil is part of a sloped, layered system where the layers dip into the excavation on a slope of four horizontal to one vertical (4H:1V) or greater; or
- (v) The material is subject to other factors that would require it to be classified as a less stable material.

*Type B* means:

- (i) Cohesive soil with an unconfined compressive strength greater than 0.5 tsf (48 kPa) but less than 1.5 tsf (144 kPa); or
- (ii) Granular cohesionless soils including: angular gravel (similar to crushed rock), silt, silt loam, sandy loam and, in some cases, silty clay loam and sandy clay loam.
- (iii) Previously disturbed soils except those which would otherwise be classed as Type C soil.
- (iv) Soil that meets the unconfined compressive strength or cementation requirements for Type A, but is fissured or subject to vibration; or
- (v) Dry rock that is not stable; or
- (vi) Material that is part of a sloped, layered system where the layers dip into the excavation on a slope less steep than four horizontal to one vertical (4H:1V), but only if the material would otherwise be classified as Type B.

*Type C* means:

- (i) Cohesive soil with an unconfined compressive strength of 0.5 tsf (48 kPa) or less; or
- (ii) Granular soils including gravel, sand, and loamy sand; or
- (iii) Submerged soil or soil from which water is freely seeping; or
- (iv) Submerged rock that is not stable, or

(v) Material in a sloped, layered system where the layers dip into the excavation or a slope of four horizontal to one vertical (4H:1V) or steeper.

*Unconfined compressive strength* means the load per unit area at which a soil will fail in compression. It can be determined by laboratory testing, or estimated in the field using a pocket penetrometer, by thumb penetration tests, and other methods.

*Wet soil* means soil that contains significantly more moisture than moist soil, but in such a range of values that cohesive material will slump or begin to flow when vibrated. Granular material that would exhibit cohesive properties when moist will lose those cohesive properties when wet.

(c) *Requirements*—(1) *Classification of soil and rock deposits.* Each soil and rock deposit shall be classified by a competent person as Stable Rock, Type A, Type B, or Type C in accordance with the definitions set forth in paragraph (b) of this appendix.

(2) *Basis of classification.* The classification of the deposits shall be made based on the results of at least one visual and at least one manual analysis. Such analyses shall be conducted by a competent person using tests described in paragraph (d) below, or in other recognized methods of soil classification and testing such as those adopted by the America Society for Testing Materials, or the U.S. Department of Agriculture textural classification system.

(3) *Visual and manual analyses.* The visual and manual analyses, such as those noted as being acceptable in paragraph (d) of this appendix, shall be designed and conducted to provide sufficient quantitative and qualitative information as may be necessary to identify properly the properties, factors, and conditions affecting the classification of the deposits.

(4) *Layered systems.* In a layered system, the system shall be classified in accordance with its weakest layer. However, each layer may be classified individually where a more stable layer lies under a less stable layer.

(5) *Reclassification.* If, after classifying a deposit, the properties, factors, or conditions affecting its classification change in any way, the changes shall be evaluated by a competent person. The deposit shall be reclassified as necessary to reflect the changed circumstances.

(d) *Acceptable visual and manual tests*—(1) *Visual tests.* Visual analysis is conducted to determine qualitative information regarding the excavation site in general, the soil adjacent to the excavation, the soil forming the sides of the open excavation, and the soil taken as samples from excavated material.

(i) Observe samples of soil that are excavated and soil in the sides of the excavation. Estimate the range of particle sizes and the relative amounts of the particle sizes. Soil that is primarily composed of fine-grained

material is cohesive material. Soil composed primarily of coarse-grained sand or gravel is granular material.

(ii) Observe soil as it is excavated. Soil that remains in clumps when excavated is cohesive. Soil that breaks up easily and does not stay in clumps is granular.

(iii) Observe the side of the opened excavation and the surface area adjacent to the excavation. Crack-like openings such as tension cracks could indicate fissured material. If chunks of soil spall off a vertical side, the soil could be fissured. Small spalls are evidence of moving ground and are indications of potentially hazardous situations.

(iv) Observe the area adjacent to the excavation and the excavation itself for evidence of existing utility and other underground structures, and to identify previously disturbed soil.

(v) Observe the opened side of the excavation to identify layered systems. Examine layered systems to identify if the layers slope toward the excavation. Estimate the degree of slope of the layers.

(vi) Observe the area adjacent to the excavation and the sides of the opened excavation for evidence of surface water, water seeping from the sides of the excavation, or the location of the level of the water table.

(vii) Observe the area adjacent to the excavation and the area within the excavation for sources of vibration that may affect the stability of the excavation face.

(2) *Manual tests.* Manual analysis of soil samples is conducted to determine quantitative as well as qualitative properties of soil and to provide more information in order to classify soil properly.

(i) *Plasticity.* Mold a moist or wet sample of soil into a ball and attempt to roll it into threads as thin as 1/8-inch in diameter. Cohesive material can be successfully rolled into threads without crumbling. For example, if at least a two inch (50 mm) length of 1/8-inch thread can be held on one end without tearing, the soil is cohesive.

(ii) *Dry strength.* If the soil is dry and crumbles on its own or with moderate pressure into individual grains or fine powder, it is granular (any combination of gravel, sand, or silt). If the soil is dry and falls into clumps which break up into smaller clumps, but the smaller clumps can only be broken up with difficulty, it may be clay in any combination with gravel, sand or silt. If the dry soil breaks into clumps which do not break up into small clumps and which can only be broken with difficulty, and there is no visual indication the soil is fissured, the soil may be considered unfissured.

(iii) *Thumb penetration.* The thumb penetration test can be used to estimate the unconfined compressive strength of cohesive soils. (This test is based on the thumb penetration test described in American Society for Testing and Materials (ASTM) Standard

designation D2488—"Standard Recommended Practice for Description of Soils (Visual—Manual Procedure).") Type A soils with an unconfined compressive strength of 1.5 tsf can be readily indented by the thumb; however, they can be penetrated by the thumb only with very great effort. Type C soils with an unconfined compressive strength of 0.5 tsf can be easily penetrated several inches by the thumb, and can be molded by light finger pressure. This test should be conducted on an undisturbed soil sample, such as a large clump of spoil, as soon as practicable after excavation to keep to a minimum the effects of exposure to drying influences. If the excavation is later exposed to wetting influences (rain, flooding), the classification of the soil must be changed accordingly.

(iv) *Other strength tests.* Estimates of unconfined compressive strength of soils can also be obtained by use of a pocket penetrometer or by using a hand-operated shearvane.

(v) *Drying test.* The basic purpose of the drying test is to differentiate between cohesive material with fissures, unfissured cohesive material, and granular material. The procedure for the drying test involves drying a sample of soil that is approximately one inch thick (2.54 cm) and six inches (15.24 cm) in diameter until it is thoroughly dry:

(A) If the sample develops cracks as it dries, significant fissures are indicated.

(B) Samples that dry without cracking are to be broken by hand. If considerable force is necessary to break a sample, the soil has significant cohesive material content. The soil can be classified as a unfissured cohesive material and the unconfined compressive strength should be determined.

(C) If a sample breaks easily by hand, it is either a fissured cohesive material or a granular material. To distinguish between the two, pulverize the dried clumps of the sample by hand or by stepping on them. If the clumps do not pulverize easily, the material is cohesive with fissures. If they pulverize easily into very small fragments, the material is granular.

#### APPENDIX B TO SUBPART P OF PART 1926—SLOPING AND BENCHING

(a) *Scope and application.* This appendix contains specifications for sloping and benching when used as methods of protecting employees working in excavations from cave-ins. The requirements of this appendix apply when the design of sloping and benching protective systems is to be performed in accordance with the requirements set forth in § 1926.652(b)(2).

(b) *Definitions.*

*Actual slope* means the slope to which an excavation face is excavated.

*Distress* means that the soil is in a condition where a cave-in is imminent or is likely

to occur. Distress is evidenced by such phenomena as the development of fissures in the face of or adjacent to an open excavation; the subsidence of the edge of an excavation; the slumping of material from the face or the bulging or heaving of material from the bottom of an excavation; the spalling of material from the face of an excavation; and raveling, i.e., small amounts of material such as pebbles or little clumps of material suddenly separating from the face of an excavation and trickling or rolling down into the excavation.

*Maximum allowable slope* means the steepest incline of an excavation face that is acceptable for the most favorable site conditions as protection against cave-ins, and is expressed as the ratio of horizontal distance to vertical rise (H:V).

*Short term exposure* means a period of time less than or equal to 24 hours that an excavation is open.

(c) *Requirements*—(1) *Soil classification*. Soil and rock deposits shall be classified in accordance with appendix A to subpart P of part 1926.

(2) *Maximum allowable slope*. The maximum allowable slope for a soil or rock deposit shall be determined from Table B-1 of this appendix.

(3) *Actual slope*. (i) The actual slope shall not be steeper than the maximum allowable slope.

(ii) The actual slope shall be less steep than the maximum allowable slope, when there are signs of distress. If that situation occurs, the slope shall be cut back to an actual slope which is at least  $\frac{1}{2}$  horizontal to one vertical ( $\frac{1}{2}$ H:1V) less steep than the maximum allowable slope.

(iii) When surcharge loads from stored material or equipment, operating equipment, or traffic are present, a competent person shall determine the degree to which the actual slope must be reduced below the maximum allowable slope, and shall assure that such reduction is achieved. Surcharge loads from adjacent structures shall be evaluated in accordance with §1926.651(i).

(4) *Configurations*. Configurations of sloping and benching systems shall be in accordance with Figure B-1.

TABLE B-1  
MAXIMUM ALLOWABLE SLOPES

SOIL OR ROCK TYPE	MAXIMUM ALLOWABLE SLOPES (H:V) [1] FOR EXCAVATIONS LESS THAN 20 FEET DEEP [3]
STABLE ROCK TYPE A [2] TYPE B TYPE C	VERTICAL (90°) 3/4:1 (53°) 1:1 (45°) 1½:1 (34°)

NOTES:

- Numbers shown in parentheses next to maximum allowable slopes are angles expressed in degrees from the horizontal. Angles have been rounded off.
- A short-term maximum allowable slope of 1/2H:1V (63°) is allowed in excavations in Type A soil that are 12 feet (3.67 m) or less in depth. Short-term maximum allowable slopes for excavations greater than 12 feet (3.67 m) in depth shall be 3/4H:1V (53°).
- Sloping or benching for excavations greater than 20 feet deep shall be designed by a registered professional engineer.

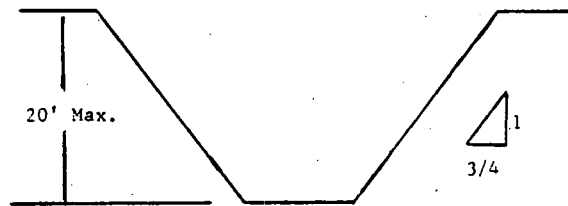
Figure B-1

Slope Configurations

(All slopes stated below are in the horizontal to vertical ratio)

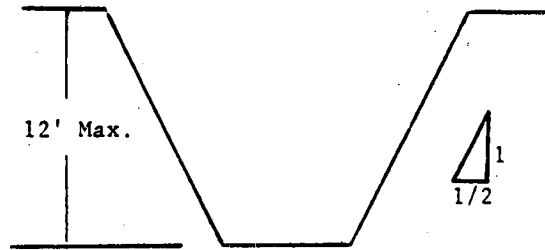
B-1.1 Excavations made in Type A soil.

1. All simple slope excavation 20 feet or less in depth shall have a maximum allowable slope of  $3/4:1$ .



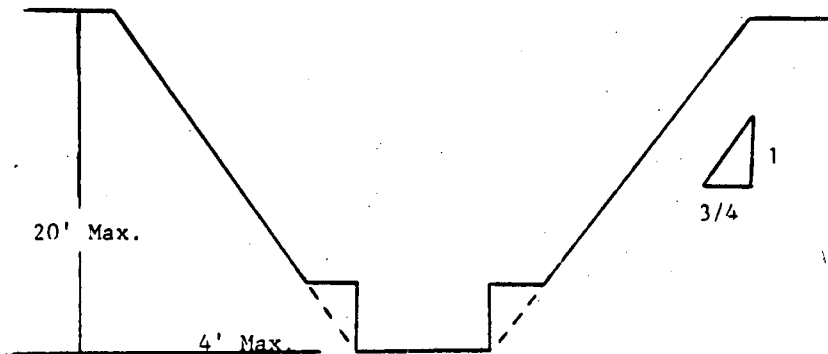
SIMPLE SLOPE—GENERAL

Exception: Simple slope excavations which are open 24 hours or less (short term) and which are 12 feet or less in depth shall have a maximum allowable slope of  $1/2:1$ .



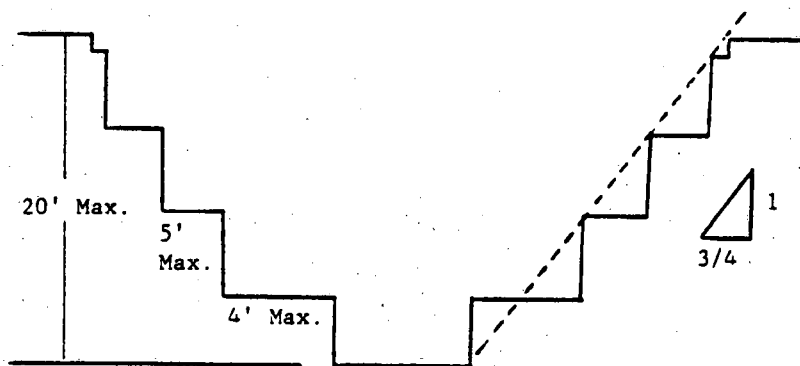
SIMPLE SLOPE—SHORT TERM

2. All benched excavations 20 feet or less in depth shall have a maximum allowable slope of  $3/4$  to 1 and maximum bench dimensions as follows:



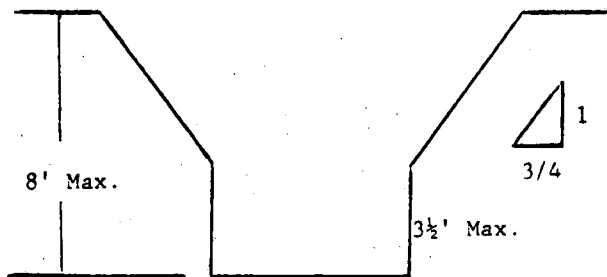


SIMPLE BENCH



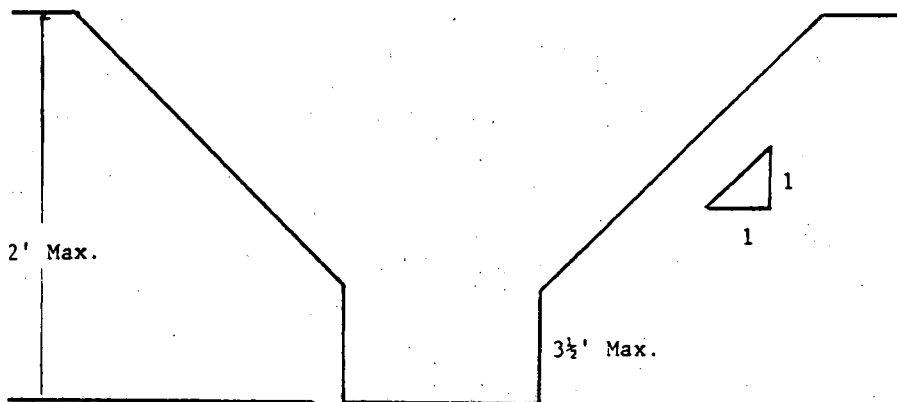
MULTIPLE BENCH

3. All excavations 8 feet or less in depth which have unsupported vertically sided lower portions shall have a maximum vertical side of 3½ feet.



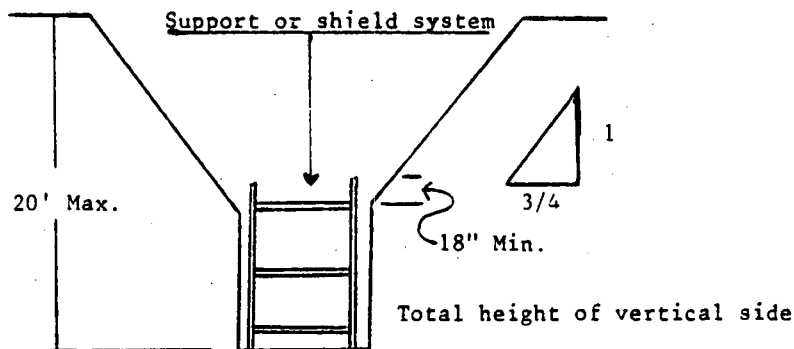
UNSUPPORTED VERTICALLY SIDED LOWER PORTION—MAXIMUM 8 FEET IN DEPTH

All excavations more than 8 feet but not more than 12 feet in depth which unsupported vertically sided lower portions shall have a maximum allowable slope of 1:1 and a maximum vertical side of 3½ feet.



UNSUPPORTED VERTICALLY SIDED LOWER PORTION—MAXIMUM 12 FEET IN DEPTH

All excavations 20 feet or less in depth which have vertically sided lower portions that are supported or shielded shall have a maximum allowable slope of  $\frac{3}{4}$ :1. The support or shield system must extend at least 18 inches above the top of the vertical side.

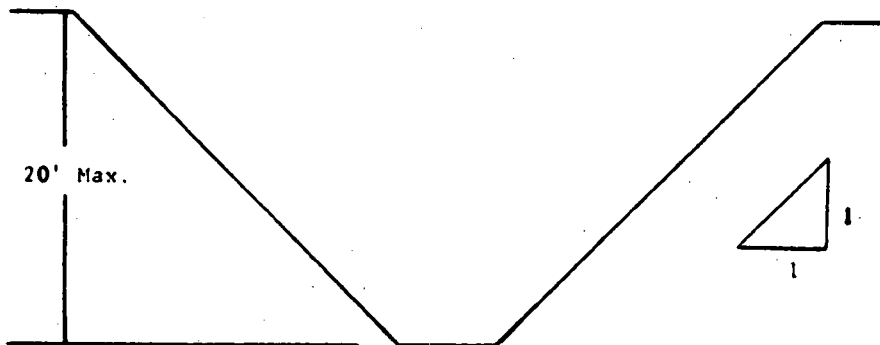


SUPPORTED OR SHIELDED VERTICALLY SIDED LOWER PORTION

4. All other simple slope, compound slope, and vertically sided lower portion excavations shall be in accordance with the other options permitted under §1926.652(b).

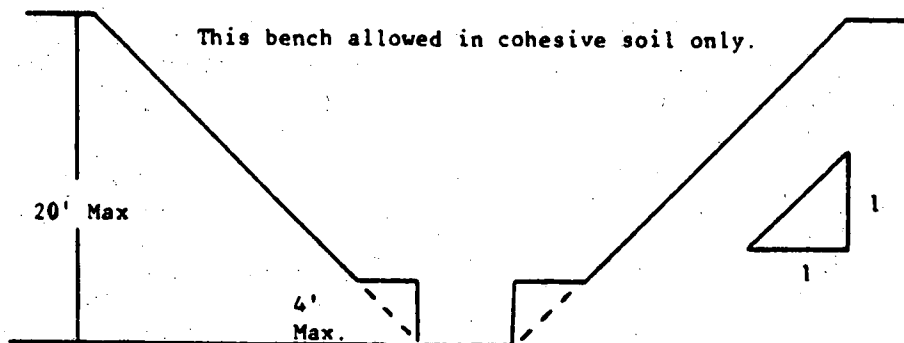
*B-1.2 Excavations Made in Type B Soil*

1. All simple slope excavations 20 feet or less in depth shall have a maximum allowable slope of 1:1.

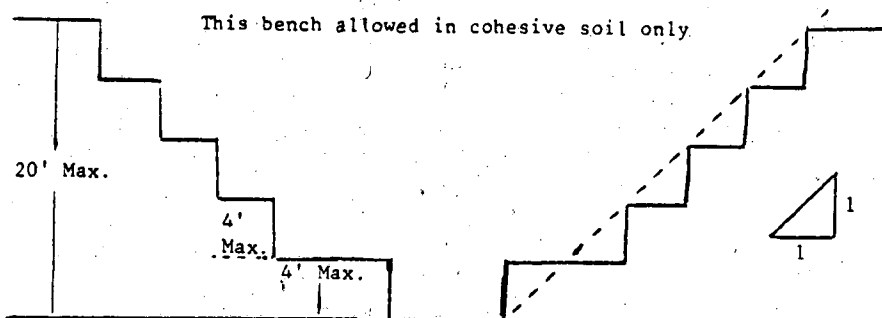


SIMPLE SLOPE

2. All benched excavations 20 feet or less in depth shall have a maximum allowable slope of 1:1 and maximum bench dimensions as follows:

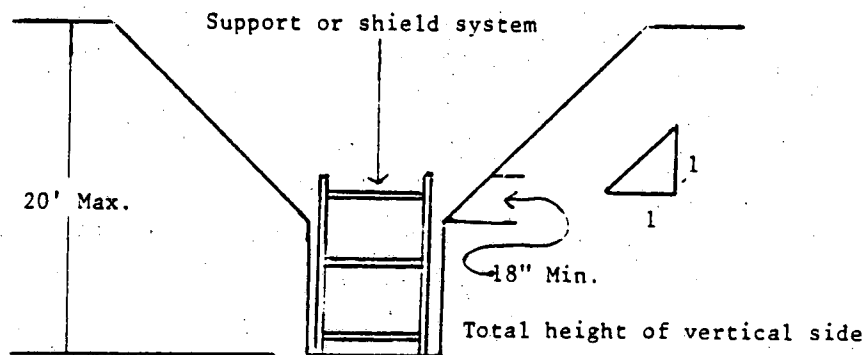


SINGLE BENCH



MULTIPLE BENCH

3. All excavations 20 feet or less in depth which have vertically sided lower portions shall be shielded or supported to a height at least 18 inches above the top of the vertical side. All such excavations shall have a maximum allowable slope of 1:1.

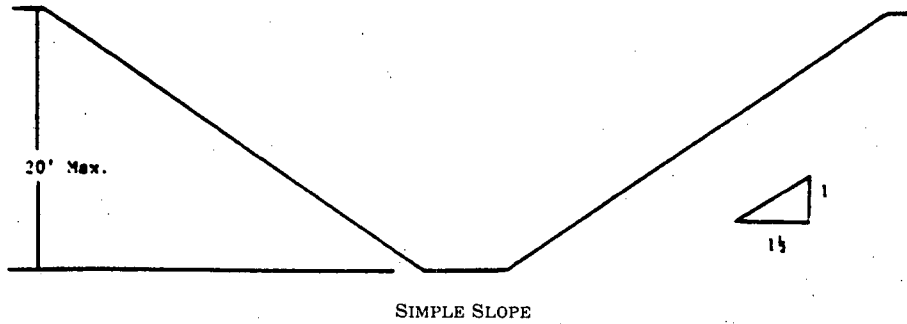


VERTICALLY SIDED LOWER PORTION

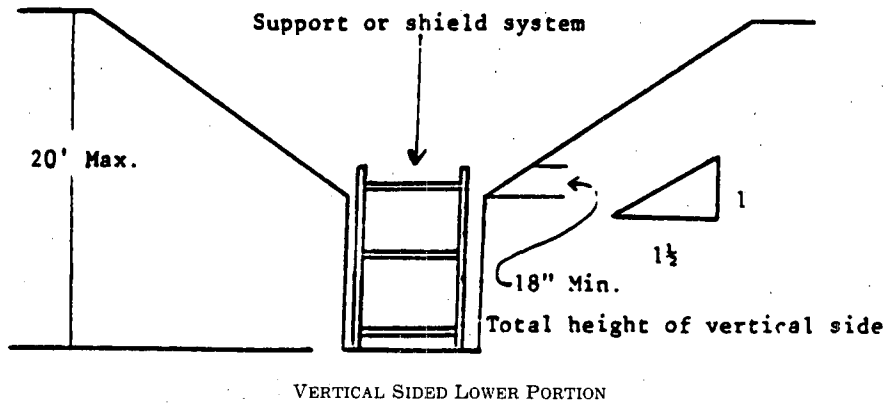
4. All other sloped excavations shall be in accordance with the other options permitted in §1926.652(b).

*B-1.3 Excavations Made in Type C Soil*

1. All simple slope excavations 20 feet or less in depth shall have a maximum allowable slope of 1½:1.



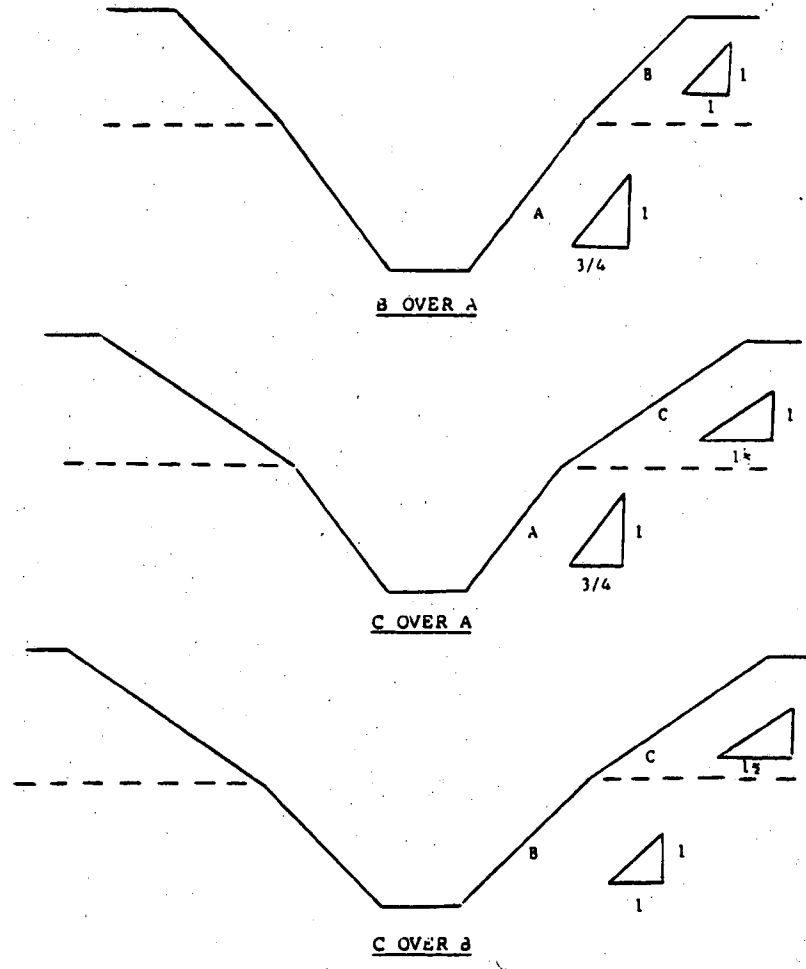
2. All excavations 20 feet or less in depth which have vertically sided lower portions shall be shielded or supported to a height at least 18 inches above the top of the vertical side. All such excavations shall have a maximum allowable slope of 1 1/2:1.

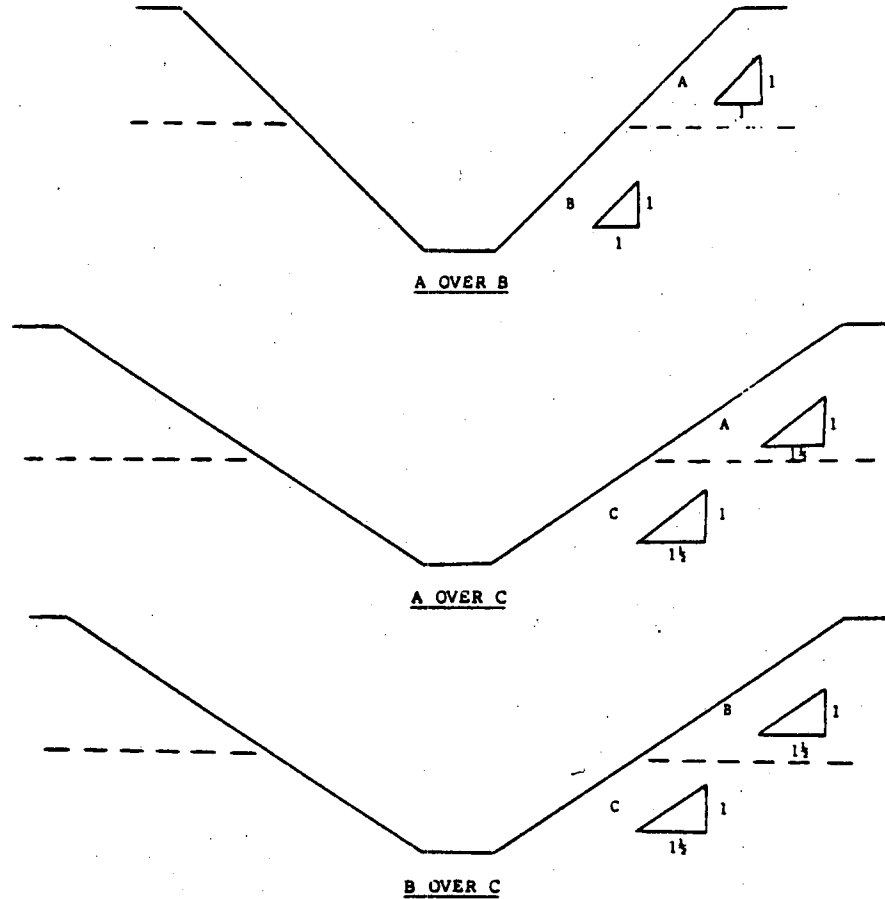


3. All other sloped excavations shall be in accordance with the other options permitted in § 1926.652(b).

*B-1.4 Excavations Made in Layered Soils*

1. All excavations 20 feet or less in depth made in layered soils shall have a maximum allowable slope for each layer as set forth below.





2. All other sloped excavations shall be in accordance with the other options permitted in §1926.652(b).

**APPENDIX C TO SUBPART P OF PART 1926—TIMBER SHORING FOR TRENCHES**

(a) *Scope.* This appendix contains information that can be used timber shoring is provided as a method of protection from cave-ins in trenches that do not exceed 20 feet (6.1 m) in depth. This appendix must be used when design of timber shoring protective systems is to be performed in accordance with §1926.652(c)(1). Other timber shoring configurations; other systems of support such as hydraulic and pneumatic systems; and other protective systems such as sloping, benching, shielding, and freezing systems must be designed in accordance with the requirements set forth in §1926.652(b) and §1926.652(c).

(b) *Soil Classification.* In order to use the data presented in this appendix, the soil type or types in which the excavation is made must first be determined using the soil classification method set forth in appendix A of subpart P of this part.

(c) *Presentation of Information.* Information is presented in several forms as follows:

(1) Information is presented in tabular form in Tables C-1.1, C-1.2, and C-1.3, and Tables C-2.1, C-2.2 and C-2.3 following paragraph (g) of the appendix. Each table presents the minimum sizes of timber members to use in a shoring system, and each table contains data only for the particular soil type in which the excavation or portion of

the excavation is made. The data are arranged to allow the user the flexibility to select from among several acceptable configurations of members based on varying the horizontal spacing of the crossbraces. Stable rock is exempt from shoring requirements and therefore, no data are presented for this condition.

(2) Information concerning the basis of the tabular data and the limitations of the data is presented in paragraph (d) of this appendix, and on the tables themselves.

(3) Information explaining the use of the tabular data is presented in paragraph (e) of this appendix.

(4) Information illustrating the use of the tabular data is presented in paragraph (f) of this appendix.

(5) Miscellaneous notations regarding Tables C-1.1 through C-1.3 and Tables C-2.1 through C-2.3 are presented in paragraph (g) of this Appendix.

(d) *Basis and limitations of the data—(1) Dimensions of timber members.* (i) The sizes of the timber members listed in Tables C-1.1 through C-1.3 are taken from the National Bureau of Standards (NBS) report, "Recommended Technical Provisions for Construction Practice in Shoring and Sloping of Trenches and Excavations." In addition, where NBS did not recommend specific sizes of members, member sizes are based on an analysis of the sizes required for use by existing codes and on empirical practice.

(ii) The required dimensions of the members listed in Tables C-1.1 through C-1.3 refer to actual dimensions and not nominal dimensions of the timber. Employers wanting to use nominal size shoring are directed to Tables C-2.1 through C-2.3, or have this choice under §1926.652(c)(3), and are referred to The Corps of Engineers. The Bureau of Reclamation or data from other acceptable sources.

(2) *Limitation of application.* (i) It is not intended that the timber shoring specification apply to every situation that may be experienced in the field. These data were developed to apply to the situations that are most commonly experienced in current trenching practice. Shoring systems for use in situations that are not covered by the data in this appendix must be designed as specified in §1926.652(c).

(ii) When any of the following conditions are present, the members specified in the tables are not considered adequate. Either an alternate timber shoring system must be designed or another type of protective system designed in accordance with §1926.652.

(A) When loads imposed by structures or by stored material adjacent to the trench weigh in excess of the load imposed by a two-foot soil surcharge. The term "adjacent" as used here means the area within a horizontal distance from the edge of the trench equal to the depth of the trench.

(B) When vertical loads imposed on cross braces exceed a 240-pound gravity load distributed on a one-foot section of the center of the crossbrace.

(C) When surcharge loads are present from equipment weighing in excess of 20,000 pounds.

(D) When only the lower portion of a trench is shored and the remaining portion of the trench is sloped or benched unless: The sloped portion is sloped at an angle less steep than three horizontal to one vertical; or the members are selected from the tables for use at a depth which is determined from the top of the overall trench, and not from the toe of the sloped portion.

(e) *Use of Tables.* The members of the shoring system that are to be selected using this information are the cross braces, the uprights, and the wales, where wales are required. Minimum sizes of members are specified for use in different types of soil. There are six tables of information, two for each soil type. The soil type must first be determined in accordance with the soil classification system described in appendix A to subpart P of part 1926. Using the appropriate table, the selection of the size and spacing of the members is then made. The selection is based on the depth and width of the trench where the members are to be installed and, in most instances, the selection is also based on the horizontal spacing of the crossbraces. Instances where a choice of horizontal spacing of crossbracing is available, the horizontal spacing of the crossbraces must be chosen by the user before the size of any member can be determined. When the soil type, the width and depth of the trench, and the horizontal spacing of the crossbraces are known, the size and vertical spacing of the crossbraces, the size and vertical spacing of the wales, and the size and horizontal spacing of the uprights can be read from the appropriate table.

(f) *Examples to Illustrate the Use of Tables C-1.1 through C-1.3.*

(1) *Example 1.*

A trench dug in Type A soil is 13 feet deep and five feet wide.

From Table C-1.1, for acceptable arrangements of timber can be used.

*Arrangement #B1*

Space 4x4 crossbraces at six feet horizontally and four feet vertically.

Wales are not required.

Space 3x8 uprights at six feet horizontally. This arrangement is commonly called "skip shoring."

*Arrangement #B2*

Space 4x6 crossbraces at eight feet horizontally and four feet vertically.

Space 8x8 wales at four feet vertically.

Space 2x6 uprights at four feet horizontally.

*Arrangement #B3*

Space 6x6 crossbraces at 10 feet horizontally and four feet vertically.

Space 8x10 wales at four feet vertically.

Space 2x6 uprights at five feet horizontally.

*Arrangement #B4*

Space 6x6 crossbraces at 12 feet horizontally and four feet vertically.

Space 10x10 wales at four feet vertically.

Spaces 3x8 uprights at six feet horizontally.

*(2) Example 2.*

A trench dug in Type B soil in 13 feet deep and five feet wide. From Table C-1.2 three acceptable arrangements of members are listed.

*Arrangement #B1*

Space 6x6 crossbraces at six feet horizontally and five feet vertically.

Space 8x8 wales at five feet vertically.

Space 2x6 uprights at two feet horizontally.

*Arrangement #B2*

Space 6x8 crossbraces at eight feet horizontally and five feet vertically.

Space 10x10 wales at five feet vertically.

Space 2x6 uprights at two feet horizontally.

*Arrangement #B3*

Space 8x8 crossbraces at 10 feet horizontally and five feet vertically.

Space 10x12 wales at five feet vertically.

Space 2x6 uprights at two feet vertically.

*(3) Example 3.*

A trench dug in Type C soil is 13 feet deep and five feet wide.

From Table C-1.3 two acceptable arrangements of members can be used.

*Arrangement #B1*

Space 8x8 crossbraces at six feet horizontally and five feet vertically.

Space 10x12 wales at five feet vertically.

Position 2x6 uprights as closely together as possible.

If water must be retained use special tongue and groove uprights to form tight sheeting.

*Arrangement #B2*

Space 8x10 crossbraces at eight feet horizontally and five feet vertically.

Space 12x12 wales at five feet vertically.

Position 2x6 uprights in a close sheeting configuration unless water pressure must be resisted. Tight sheeting must be used where water must be retained.

*(4) Example 4.*

A trench dug in Type C soil is 20 feet deep and 11 feet wide. The size and spacing of members for the section of trench that is over 15 feet in depth is determined using Table C-1.3. Only one arrangement of members is provided.

Space 8x10 crossbraces at six feet horizontally and five feet vertically.

Space 12x12 wales at five feet vertically.

Use 3x6 tight sheeting.

Use of Tables C-2.1 through C-2.3 would follow the same procedures.

*(g) Notes for all Tables.*

1. Member sizes at spacings other than indicated are to be determined as specified in §1926.652(c), "Design of Protective Systems."

2. When conditions are saturated or submerged use Tight Sheeting. Tight Sheeting refers to the use of specially-edged timber planks (e.g., tongue and groove) at least three inches thick, steel sheet piling, or similar construction that when driven or placed in position provide a tight wall to resist the lateral pressure of water and to prevent the loss of backfill material. Close Sheeting refers to the placement of planks side-by-side allowing as little space as possible between them.

3. All spacing indicated is measured center to center.

4. Wales to be installed with greater dimension horizontal.

5. If the vertical distance from the center of the lowest crossbrace to the bottom of the trench exceeds two and one-half feet, uprights shall be firmly embedded or a mudsill shall be used. Where uprights are embedded, the vertical distance from the center of the lowest crossbrace to the bottom of the trench shall not exceed 36 inches. When mudsills are used, the vertical distance shall not exceed 42 inches. Mudsills are wales that are installed at the toe of the trench side.

6. Trench jacks may be used in lieu of or in combination with timber crossbraces.

7. Placement of crossbraces. When the vertical spacing of crossbraces is four feet, place the top crossbrace no more than two feet below the top of the trench. When the vertical spacing of crossbraces is five feet, place the top crossbrace no more than 2.5 feet below the top of the trench.



TABLE C-1.1

TIMBER TRENCH SHORING -- MINIMUM TIMBER REQUIREMENTS \*

SOIL TYPE A  $P_a = 25 \times H + 72$  psf (2 ft Surcharge)

DEPTH OF TRENCH (FEET)	SIZE (ACTUAL) AND SPACING OF MEMBERS **													
	HORIZ. SPACING (FEET)	CROSS BRACES					VERT. SPACING (FEET)	WALES		UPRIGHTS				
		WIDTH OF TRENCH (FEET)						SIZE (IN)	VERT. SPACING (FEET)	MAXIMUM ALLOWABLE HORIZONTAL SPACING (FEET)				
		UP TO 4	UP TO 6	UP TO 9	UP TO 12	UP TO 15				CLOSE	4	5	6	8
5	UP TO 6	4X4	4X4	4X6	6X6	6X6	4	Not Req'd	---				2X6	
	UP TO 8	4X4	4X4	4X6	6X6	6X6	4	Not Req'd	---					2X8
10	UP TO 10	4X6	4X6	4X6	6X6	6X6	4	8X8	4			2X6		
	UP TO 12	4X6	4X6	6X6	6X6	6X6	4	8X8	4				2X6	
10	UP TO 6	4X4	4X4	4X6	6X6	6X6	4	Not Req'd	---				3X8	
	UP TO 8	4X6	4X6	6X6	6X6	6X6	4	8X8	4		2X6			
15	UP TO 10	6X6	6X5	6X6	6X8	6X8	4	8X10	4			2X6		
	UP TO 12	6X6	6X6	6X6	6X8	6X8	4	10X10	4				3X8	
15	UP TO 6	6X6	6X6	6X6	6X8	6X8	4	6X8	4	3X6				
	UP TO 8	6X6	6X6	6X6	6X8	6X8	4	8X8	4	3X6				
20	UP TO 10	8X8	8X8	8X8	8X8	8X10	4	8X10	4	3X6				
	UP TO 12	8X8	8X8	8X8	8X8	8X10	4	10X10	4	3X6				
OVER 20	SEE NOTE 1													

\* Mixed oak or equivalent with a bending strength not less than 850 psi.  
 \*\* Manufactured members of equivalent strength may be substituted for wood.

TABLE C-1.2

TIMBER TRENCH SHORING -- MINIMUM TIMBER REQUIREMENTS \*

SOIL TYPE B  $P_a = 45 X H + 72$  psf (2 ft. Surcharge)

DEPTH OF TRENCH (FEET)	SIZE (ACTUAL) AND SPACING OF MEMBERS**													
	HORIZ. SPACING (FEET)	CROSS BRACES					VERT. SPACING (FEET)	WALES		UPRIGHTS				
		WIDTH OF TRENCH (FEET)						SIZE (IN)	VERT. SPACING (FEET)	MAXIMUM ALLOWABLE HORIZONTAL SPACING (FEET)				
		UP TO 4	UP TO 6	UP TO 9	UP TO 12	UP TO 15				CLOSE	2	3		
5 TO 10	UP TO 6	4X6	4X6	6X6	6X6	6X6	5	6X8	5			2X6		
	UP TO 8	6X6	6X6	6X6	6X8	6X8	5	8X10	5			2X6		
	UP TO 10	6X6	6X6	6X6	6X8	6X8	5	10X10	5			2X6		
	See Note 1													
10 TO 15	UP TO 6	6X6	6X6	6X6	6X8	6X8	5	8X8	5		2X6			
	UP TO 8	6X8	6X8	6X8	8X8	8X8	5	10X10	5		2X6			
	UP TO 10	8X8	8X8	8X8	8X8	8X10	5	10X12	5		2X6			
	See Note 1													
15 TO 20	UP TO 6	6X8	6X8	6X8	8X8	8X8	5	8X10	5	3X6				
	UP TO 8	8X8	8X8	8X8	8X8	8X10	5	10X12	5	3X6				
	UP TO 10	8X10	8X10	8X10	8X10	10X10	5	12X12	5	3X6				
	See Note 1													
OVER 20	SEE NOTE 1													

\* Mixed oak or equivalent with a bending strength not less than 850 psi.  
 \*\* Manufactured members of equivalent strength may be substituted for wood.

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TABLE C-1.3

TIMBER TRENCH SHORING -- MINIMUM TIMBER REQUIREMENTS \*  
 SOIL TYPE C  $P_a = 80 X H + 72$  psf (2 ft. Surcharge)

DEPTH OF TRENCH (FEET)	SIZE (ACTUAL) AND SPACING OF MEMBERS**													
	HORIZ. SPACING (FEET)	CROSS BRACES					VERT. SPACING (FEET)	SIZE (IN)	VERT. SPACING (FEET)	UPRIGHTS				
		WIDTH OF TRENCH (FEET)								MAXIMUM ALLOWABLE HORIZONTAL SPACING (FEET) (See Note 2)				
		UP TO 4	UP TO 6	UP TO 9	UP TO 12	UP TO 15				CLOSE				
5 TO 10	UP TO 6	6X8	6X8	6X8	8X8	8X8	5	8X10	5	2X6				
	UP TO 8	8X8	8X8	8X8	8X8	8X10	5	10X12	5	2X6				
	UP TO 10	8X10	8X10	8X10	8X10	10X10	5	12X12	5	2X6				
	See Note 1													
10 TO 15	UP TO 6	8X8	8X8	8X8	8X8	8X10	5	10X12	5	2X6				
	UP TO 8	8X10	8X10	8X10	8X10	10X10	5	12X12	5	2X6				
	See Note 1													
	See Note 1													
15 TO 20	UP TO 6	8X10	8X10	8X10	8X10	10X10	5	12X12	5	3X6				
	See Note 1													
	See Note 1													
	See Note 1													
OVER 20	SEE NOTE 1													

\* Mixed Oak or equivalent with a bending strength not less than 850 psi.  
 \*\* Manufactured members of equivalent strength may be substituted for wood.

TABLE C-2.1

TIMBER TRENCH SHORING -- MINIMUM TIMBER REQUIREMENTS \*  
 SOIL TYPE A  $P_a = 25 X H \pm 72$  psf (2 ft. Surcharge)

DEPTH OF TRENCH (FEET)	SIZE (S4S) AND SPACING OF MEMBERS **													
	HORIZ. SPACING (FEET)	CROSS BRACES					VERT. SPACING (FEET)	WALES		UPRIGHTS				
		WIDTH OF TRENCH (FEET)						SIZE (IN)	VERT. SPACING (FEET)	MAXIMUM ALLOWABLE HORIZONTAL SPACING (FEET)				
		UP TO 4	UP TO 6	UP TO 9	UP TO 12	UP TO 15				CLOSE	4	5	6	8
5 TO 10	UP TO 6	4X4	4X4	4X4	4X4	4X6	4	Not Req'd	Not Req'd				4X6	
	UP TO 8	4X4	4X4	4X4	4X6	4X6	4	Not Req'd	Not Req'd					4X8
	UP TO 10	4X6	4X6	4X6	6X6	6X6	4	8X8	4			4X6		
	UP TO 12	4X6	4X6	4X6	6X6	6X6	4	8X8	4				4X6	
10 TO 15	UP TO 6	4X4	4X4	4X4	6X6	6X6	4	Not Req'd	Not Req'd				4X10	
	UP TO 8	4X6	4X6	4X6	6X6	6X6	4	6X8	4		4X6			
	UP TO 10	6X6	6X6	6X6	6X6	6X6	4	8X8	4			4X8		
	UP TO 12	6X6	6X6	6X6	6X6	6X6	4	8X10	4		4X6		4X10	
15 TO 20	UP TO 6	6X6	6X6	6X6	6X6	6X6	4	6X8	4	3X6				
	UP TO 8	6X6	6X6	6X6	6X6	6X6	4	8X8	4	3X6	4X12			
	UP TO 10	6X6	6X6	6X6	6X6	6X8	4	8X10	4	3X6				
	UP TO 12	6X6	6X6	6X6	6X8	6X8	4	8X12	4	3X6	4X12			
OVER 20	SEE NOTE 1													

\* Douglas fir or equivalent with a bending strength not less than 1500 psi.

\*\* Manufactured members of equivalent strength may be substituted for wood.

TABLE C-2.2

TIMBER TRENCH SHORING -- MINIMUM TIMBER REQUIREMENTS \*  
 SOIL TYPE B P<sub>a</sub> = 45 X H + 72 psf (2 ft. Surcharge)

DEPTH OF TRENCH (FEET)	SIZE (S4S) AND SPACING OF MEMBERS **													
	HORIZ. SPACING (FEET)	CROSS BRACES					VERT. SPACING (FEET)	WALES		UPRIGHTS				
		WIDTH OF TRENCH (FEET)						SIZE (IN)	VERT. SPACING (FEET)	MAXIMUM ALLOWABLE HORIZONTAL SPACING (FEET)				
		UP TO 4	UP TO 6	UP TO 9	UP TO 12	UP TO 15				CLOSE	2	3	4	6
5 TO 10	UP TO 6	4X6	4X6	4X6	6X6	6X6	5	6X8	5			3X12 4X8		4X12
	UP TO 8	4X6	4X6	6X6	6X6	6X6	5	8X8	5		3X8		4X8	
	UP TO 10	4X6	4X6	6X6	6X6	6X8	5	8X10	5			4X8		
	See Note 1													
10 TO 15	UP TO 6	6X6	6X6	6X6	6X8	6X8	5	8X8	5	3X6	4X10			
	UP TO 8	6X8	6X8	6X8	8X8	8X8	5	10X10	5	3X6	4X10			
	UP TO 10	6X8	6X8	8X8	8X8	8X8	5	10X12	5	3X6	4X10			
	See Note 1													
15 TO 20	UP TO 6	6X8	6X8	6X8	6X8	8X8	5	8X10	5	4X6				
	UP TO 8	6X8	6X8	6X8	8X8	8X8	5	10X12	5	4X6				
	UP TO 10	8X8	8X8	8X8	8X8	8X8	5	12X12	5	4X6				
	See Note 1													
OVER 20	SEE NOTE 1													

\* Douglas fir or equivalent with a bending strength not less than 1500 psi.  
 \*\* Manufactured members of equivalent strength may be substituted for wood.

TABLE C-2.3

TIMBER TRENCH SHORING -- MINIMUM TIMBER REQUIREMENTS \*

SOIL TYPE C  $P_a = 80 \times H + 72$  psf (2 ft. Surcharge)

DEPTH OF TRENCH (FEET)	SIZE (S4S) AND SPACING OF MEMBERS **													
	HORIZ. SPACING (FEET)	CROSS BRACES					VERT. SPACING (FEET)	WALES		UPRIGHTS				
		WIDTH OF TRENCH (FEET)						SIZE (IN)	VERT. SPACING (FEET)	MAXIMUM ALLOWABLE HORIZONTAL SPACING (FEET)				
		UP TO 4	UP TO 6	UP TO 9	UP TO 12	UP TO 15				CLOSE				
5 TO 10	UP TO 6	6X6	6X6	6X6	6X6	8X8	5	8X8	5	3X6				
	UP TO 8	6X6	6X6	6X6	8X8	8X8	5	10X10	5	3X6				
	UP TO 10	6X6	6X6	8X8	8X8	8X8	5	10X12	5	3X6				
	See Note 1													
10 TO 15	UP TO 6	6X8	6X8	6X8	8X8	8X8	5	10X10	5	4X6				
	UP TO 8	8X8	8X8	8X8	8X8	8X8	5	12X12	5	4X6				
	See Note 1													
	See Note 1													
15 TO 20	UP TO 6	8X8	8X8	8X8	8X10	8X10	5	10X12	5	4X6				
	See Note 1													
	See Note 1													
	See Note 1													
OVER 20	SEE NOTE 1													

\* Douglas fir or equivalent with a bending strength not less than 1500 psi.  
 \*\* Manufactured members of equivalent strength may be substituted for wood.

APPENDIX D TO SUBPART P OF PART 1926—ALUMINUM HYDRAULIC SHORING FOR TRENCHES

(a) Scope. This appendix contains information that can be used when aluminum hydraulic shoring is provided as a method of protection against cave-ins in trenches that

do not exceed 20 feet (6.1m) in depth. This appendix must be used when design of the aluminum hydraulic protective system cannot be performed in accordance with §1926.652(c)(2).

(b) Soil Classification. In order to use data presented in this appendix, the soil type or types in which the excavation is made must

first be determined using the soil classification method set forth in appendix A of subpart P of part 1926.

(c) *Presentation of Information.* Information is presented in several forms as follows:

(1) Information is presented in tabular form in Tables D-1.1, D-1.2, D-1.3 and E-1.4. Each table presents the maximum vertical and horizontal spacings that may be used with various aluminum member sizes and various hydraulic cylinder sizes. Each table contains data only for the particular soil type in which the excavation or portion of the excavation is made. Tables D-1.1 and D-1.2 are for vertical shores in Types A and B soil. Tables D-1.3 and D-1.4 are for horizontal waler systems in Types B and C soil.

(2) Information concerning the basis of the tabular data and the limitations of the data is presented in paragraph (d) of this appendix.

(3) Information explaining the use of the tabular data is presented in paragraph (e) of this appendix.

(4) Information illustrating the use of the tabular data is presented in paragraph (f) of this appendix.

(5) Miscellaneous notations (footnotes) regarding Table D-1.1 through D-1.4 are presented in paragraph (g) of this appendix.

(6) Figures, illustrating typical installations of hydraulic shoring, are included just prior to the Tables. The illustrations page is entitled "Aluminum Hydraulic Shoring: Typical Installations."

(d) *Basis and limitations of the data.* (1) Vertical shore rails and horizontal wales are those that meet the Section Modulus requirements in the D-1 Tables. Aluminum material is 6061-T6 or material of equivalent strength and properties.

(2) Hydraulic cylinders specifications. (i) 2-inch cylinders shall be a minimum 2-inch inside diameter with a minimum safe working capacity of no less than 18,000 pounds axial compressive load at maximum extension. Maximum extension is to include full range of cylinder extensions as recommended by product manufacturer.

(ii) 3-inch cylinders shall be a minimum 3-inch inside diameter with a safe working capacity of not less than 30,000 pounds axial compressive load at extensions as recommended by product manufacturer.

(3) Limitation of application.

(i) It is not intended that the aluminum hydraulic specification apply to every situation that may be experienced in the field. These data were developed to apply to the situations that are most commonly experienced in current trenching practice. Shoring systems for use in situations that are not covered by the data in this appendix must be otherwise designed as specified in § 1926.652(c).

(ii) When any of the following conditions are present, the members specified in the Ta-

bles are not considered adequate. In this case, an alternative aluminum hydraulic shoring system or other type of protective system must be designed in accordance with § 1926.652.

(A) When vertical loads imposed on cross braces exceed a 100 Pound gravity load distributed on a one foot section of the center of the hydraulic cylinder.

(B) When surcharge loads are present from equipment weighing in excess of 20,000 pounds.

(C) When only the lower portion or a trench is shored and the remaining portion of the trench is sloped or benched unless: The sloped portion is sloped at an angle less steep than three horizontal to one vertical; or the members are selected from the tables for use at a depth which is determined from the top of the overall trench, and not from the toe of the sloped portion.

(e) *Use of Tables D-1.1, D-1.2, D-1.3 and D-1.4.* The members of the shoring system that are to be selected using this information are the hydraulic cylinders, and either the vertical shores or the horizontal wales. When a waler system is used the vertical timber sheeting to be used is also selected from these tables. The Tables D-1.1 and D-1.2 for vertical shores are used in Type A and B soils that do not require sheeting. Type B soils that may require sheeting, and Type C soils that always require sheeting are found in the horizontal wale Tables D-1.3 and D-1.4. The soil type must first be determined in accordance with the soil classification system described in appendix A to subpart P of part 1926. Using the appropriate table, the selection of the size and spacing of the members is made. The selection is based on the depth and width of the trench where the members are to be installed. In these tables the vertical spacing is held constant at four feet on center. The tables show the maximum horizontal spacing of cylinders allowed for each size of wale in the waler system tables, and in the vertical shore tables, the hydraulic cylinder horizontal spacing is the same as the vertical shore spacing.

(f) *Example to Illustrate the Use of the Tables:*

(1) Example 1:

A trench dug in Type A soil is 6 feet deep and 3 feet wide. From Table D-1.1: Find vertical shores and 2 inch diameter cylinders spaced 8 feet on center (o.c.) horizontally and 4 feet on center (o.c.) vertically. (See Figures 1 & 3 for typical installations.)

(2) Example 2:

A trench is dug in Type B soil that does not require sheeting, 13 feet deep and 5 feet wide. From Table D-1.2: Find vertical shores and 2 inch diameter cylinders spaced 6.5 feet o.c. horizontally and 4 feet o.c. vertically. (See Figures 1 & 3 for typical installations.)

(3) A trench is dug in Type B soil that does not require sheeting, but does experience some minor raveling of the trench face. The

trench is 16 feet deep and 9 feet wide. From Table D-1.2: Find vertical shores and 2 inch diameter cylinder (with special oversleeves as designated by footnote #B2) spaced 5.5 feet o.c. horizontally and 4 feet o.c. vertically, plywood (per footnote (g)(7) to the D-1 Table) should be used behind the shores. (See Figures 2 & 3 for typical installations.)

(4) Example 4: A trench is dug in previously disturbed Type B soil, with characteristics of a Type C soil, and will require sheeting. The trench is 18 feet deep and 12 feet wide. 8 foot horizontal spacing between cylinders is desired for working space. From Table D-1.3: Find horizontal wale with a section modulus of 14.0 spaced at 4 feet o.c. vertically and 3 inch diameter cylinder spaced at 9 feet maximum o.c. horizontally. 3x12 timber sheeting is required at close spacing vertically. (See Figure 4 for typical installation.)

(5) Example 5: A trench is dug in Type C soil, 9 feet deep and 4 feet wide. Horizontal cylinder spacing in excess of 6 feet is desired for working space. From Table D-1.4: Find horizontal wale with a section modulus of 7.0 and 2 inch diameter cylinders spaced at 6.5 feet o.c. horizontally. Or, find horizontal wale with a 14.0 section modulus and 3 inch diameter cylinder spaced at 10 feet o.c. horizontally. Both wales are spaced 4 feet o.c. vertically. 3x12 timber sheeting is required at close spacing vertically. (See Figure 4 for typical installation.)

(g) Footnotes, and general notes, for Tables D-1.1, D-1.2, D-1.3, and D-1.4.

(1) For applications other than those listed in the tables, refer to § 1926.652(c)(2) for use of manufacturer's tabulated data. For trench depths in excess of 20 feet, refer to § 1926.652(c)(2) and § 1926.652(c)(3).

(2) 2 inch diameter cylinders, at this width, shall have structural steel tube (3.5x3.5x0.1875) oversleeves, or structural oversleeves of manufacturer's specification, extending the full, collapsed length.

(3) Hydraulic cylinders capacities. (i) 2 inch cylinders shall be a minimum 2-inch inside diameter with a safe working capacity of not less than 18,000 pounds axial compressive load at maximum extension. Maximum extension is to include full range of cylinder extensions as recommended by product manufacturer.

(ii) 3-inch cylinders shall be a minimum 3-inch inside diameter with a safe work capacity of not less than 30,000 pounds axial compressive load at maximum extension. Maximum extension is to include full range of cylinder extensions as recommended by product manufacturer.

(4) All spacing indicated is measured center to center.

(5) Vertical shoring rails shall have a minimum section modulus of 0.40 inch.

(6) When vertical shores are used, there must be a minimum of three shores spaced equally, horizontally, in a group.

(7) Plywood shall be 1.125 in. thick softwood or 0.75 inch. thick, 14 ply, arctic white birch (Finland form). Please note that plywood is not intended as a structural member, but only for prevention of local raveling (sloughing of the trench face) between shores.

(8) See appendix C for timber specifications.

(9) Wales are calculated for simple span conditions.

(10) See appendix D, item (d), for basis and limitations of the data.



### ALUMINUM HYDRAULIC SHORING TYPICAL INSTALLATIONS

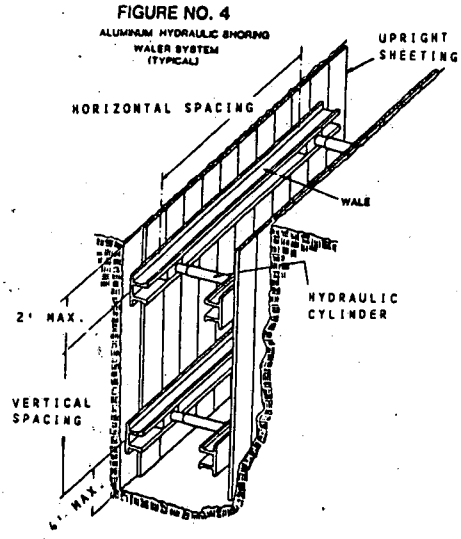
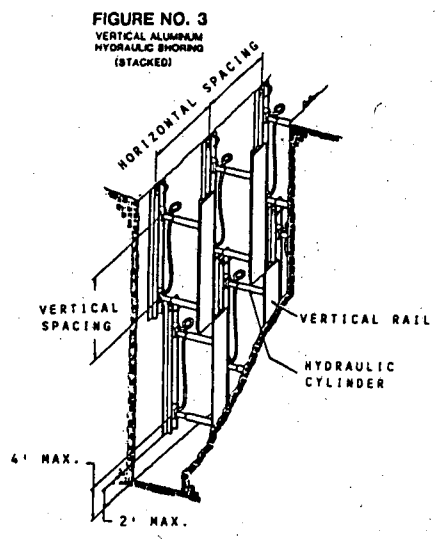
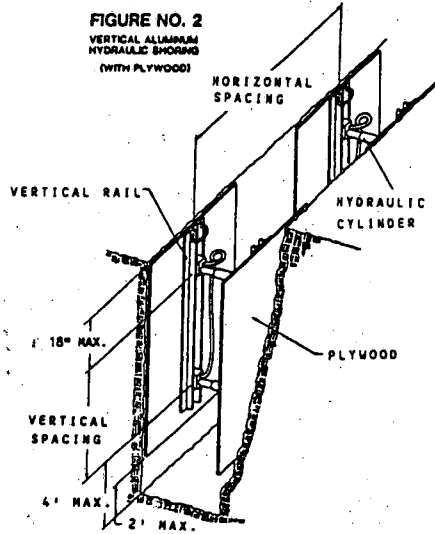
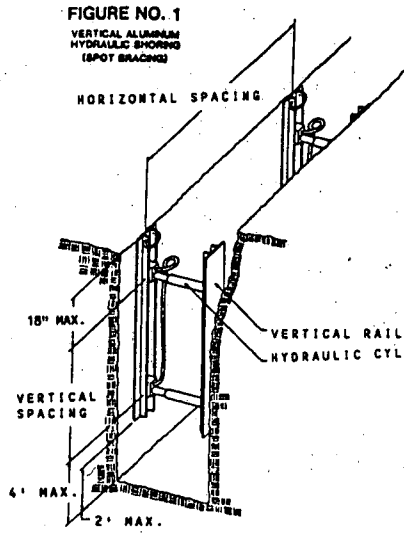


TABLE D - 1.1  
ALUMINUM HYDRAULIC SHORING  
VERTICAL SHORES  
FOR SOIL TYPE A

DEPTH OF TRENCH  (FEET)	HYDRAULIC CYLINDERS				
	MAXIMUM HORIZONTAL SPACING  (FEET)	MAXIMUM VERTICAL SPACING  (FEET)	WIDTH OF TRENCH (FEET)		
			UP TO 8	OVER 8 UP TO 12	OVER 12 UP TO 15
OVER 5 UP TO 10	8	4	2 INCH DIAMETER	2 INCH DIAMETER NOTE (2)	3 INCH DIAMETER
OVER 10 UP TO 15	8				
OVER 15 UP TO 20	7				
OVER 20	NOTE (1)				

Footnotes to tables, and general notes on hydraulic shoring, are found in Appendix D, Item (g)

Note (1): See Appendix D, Item (g) (1)

Note (2): See Appendix D, Item (g) (2)

TABLE D - 1.2  
 ALUMINUM HYDRAULIC SHORING  
 VERTICAL SHORES  
 FOR SOIL TYPE B

DEPTH OF TRENCH (FEET)	HYDRAULIC CYLINDERS				
	MAXIMUM HORIZONTAL SPACING (FEET)	MAXIMUM VERTICAL SPACING (FEET)	WIDTH OF TRENCH (FEET)		
			UP TO 8	OVER 8 UP TO 12	OVER 12 UP TO 15
OVER 5 UP TO 10	8	4	2 INCH DIAMETER	2 INCH DIAMETER NOTE (2)	3 INCH DIAMETER
OVER 10 UP TO 15	6.5				
OVER 15 UP TO 20	5.5				
OVER 20	NOTE (1)				

Footnotes to tables, and general notes on hydraulic shoring, are found in Appendix D, Item (g)

Note (1): See Appendix D, Item (g) (1)

Note (2): See Appendix D, Item (g) (2)

TABLE D - 1.3  
ALUMINUM HYDRAULIC SHORING  
WALER SYSTEMS  
FOR SOIL TYPE B

DEPTH OF TRENCH (FEET)	WALES		HYDRAULIC CYLINDERS						TIMBER UPRIGHTS		
	VERTICAL SPACING (FEET)	SECTION MODULUS (IN <sup>3</sup> )	WIDTH OF TRENCH (FEET)						MAX. HORIZ. SPACING (ON CENTER)		
			UP TO 8		OVER 8 UP TO 12		OVER 12 UP TO 15		SOLID SHEET	2 FT.	3 FT.
			HORIZ. SPACING	CYLINDER DIAMETER	HORIZ. SPACING	CYLINDER DIAMETER	HORIZ. SPACING	CYLINDER DIAMETER			
OVER 5 UP TO 10	4	3.5	8.0	2 IN	8.0	2 IN NOTE(2)	8.0	3 IN	—	—	3x12
		7.0	9.0	2 IN	9.0	2 IN NOTE(2)	9.0	3 IN			
		14.0	12.0	3 IN	12.0	3 IN	12.0	3 IN			
OVER 10 UP TO 15	4	3.5	6.0	2 IN	6.0	2 IN NOTE(2)	6.0	3 IN	—	3x12	—
		7.0	8.0	3 IN	8.0	3 IN	8.0	3 IN			
		14.0	10.0	3 IN	10.0	3 IN	10.0	3 IN			
OVER 15 UP TO 20	4	3.5	5.5	2 IN	5.5	2 IN NOTE(2)	5.5	3 IN	3x12	—	—
		7.0	6.0	3 IN	6.0	3 IN	6.0	3 IN			
		14.0	9.0	3 IN	9.0	3 IN	9.0	3 IN			
OVER 20	NOTE (1)										

Footnotes to tables, and general notes on hydraulic shoring, are found in Appendix D, Item (g)

Notes (1): See Appendix D, item (g) (1)

Notes (2): See Appendix D, Item (g) (2)

\* Consult product manufacturer and/or qualified engineer for Section Modulus of available wales.

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TABLE D - 1.4  
ALUMINUM HYDRAULIC SHORING  
WALER SYSTEMS  
FOR SOIL TYPE C

DEPTH OF TRENCH (FEET)	WALES		HYDRAULIC CYLINDERS						TIMBER UPRIGHTS		
	VERTICAL SPACING (FEET)	SECTION MODULUS (IN <sup>3</sup> )	WIDTH OF TRENCH (FEET)						MAX. HORIZ SPACING (ON CENTER)		
			UP TO 8		OVER 8 UP TO 12		OVER 12 UP TO 15		SOLID SHEET	2 FT.	3 FT.
			HORIZ. SPACING	CYLINDER DIAMETER	HORIZ. SPACING	CYLINDER DIAMETER	HORIZ. SPACING	CYLINDER DIAMETER			
OVER 5 UP TO 10	4	3.5	6.0	2 IN	6.0	2 IN NOTE(2)	6.0	3 IN	3x12	—	—
		7.0	6.5	2 IN	6.5	2 IN NOTE(2)	6.5	3 IN			
		14.0	10.0	3 IN	10.0	3 IN	10.0	3 IN			
OVER 10 UP TO 15	4	3.5	4.0	2 IN	4.0	2 IN NOTE(2)	4.0	3 IN	3x12	—	—
		7.0	5.5	3 IN	5.5	3 IN	5.5	3 IN			
		14.0	8.0	3 IN	8.0	3 IN	8.0	3 IN			
OVER 15 UP TO 20	4	3.5	3.5	2 IN	3.5	2 IN NOTE(2)	3.5	3 IN	3x12	—	—
		7.0	5.0	3 IN	5.0	3 IN	5.0	3 IN			
		14.0	6.0	3 IN	6.0	3 IN	6.0	3 IN			
OVER 20	NOTE (1)										

Footnotes to tables, and general notes on hydraulic shoring, are found in Appendix D, Item (g)

Notes (1): See Appendix D, item (g) (1)

Notes (2): See Appendix D, Item (g) (2)

\* Consult product manufacturer and/or qualified engineer for Section Modulus of available wales.

APPENDIX E TO SUBPART P OF PART 1926—ALTERNATIVES TO TIMBER SHORING

Figure 1. Aluminum Hydraulic Shoring

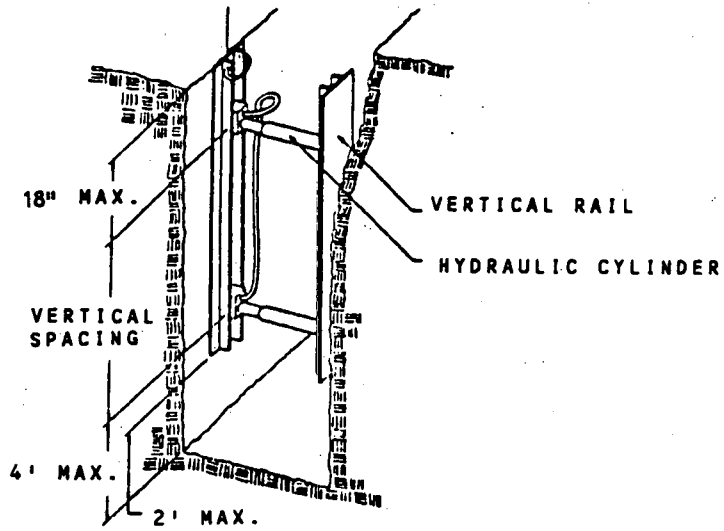


Figure 2. Pneumatic/hydraulic Shoring

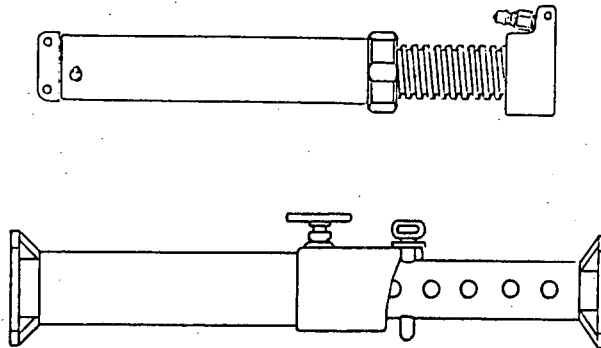


Figure 3. Trench Jacks (Screw Jacks)

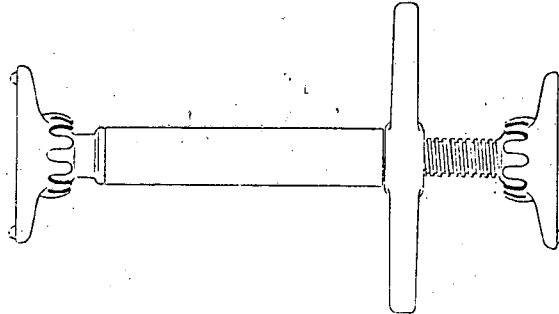
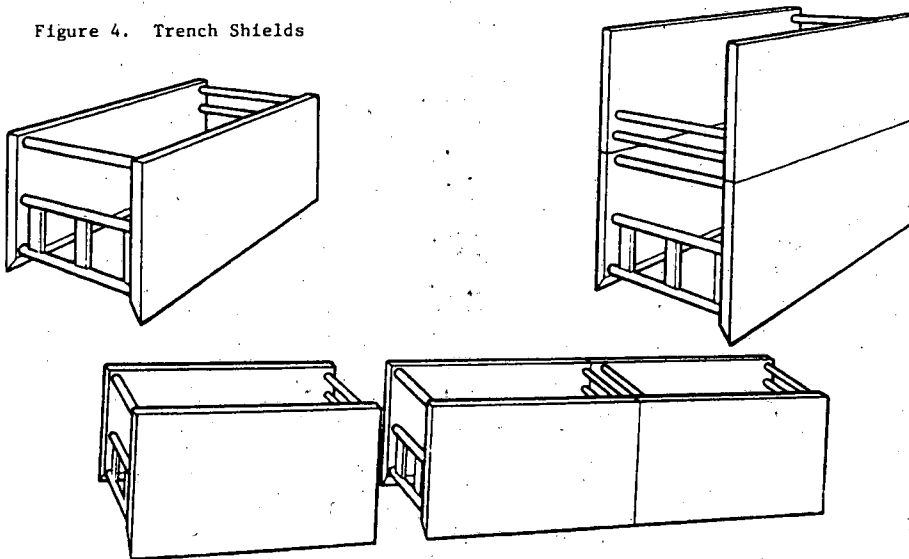


Figure 4. Trench Shields



APPENDIX F TO SUBPART P OF PART  
1926—SELECTION OF PROTECTIVE  
SYSTEMS

The following figures are a graphic summary of the requirements contained in sub-

part P for excavations 20 feet or less in depth. Protective systems for use in excavations more than 20 feet in depth must be designed by a registered professional engineer in accordance with §1926.652 (b) and (c).

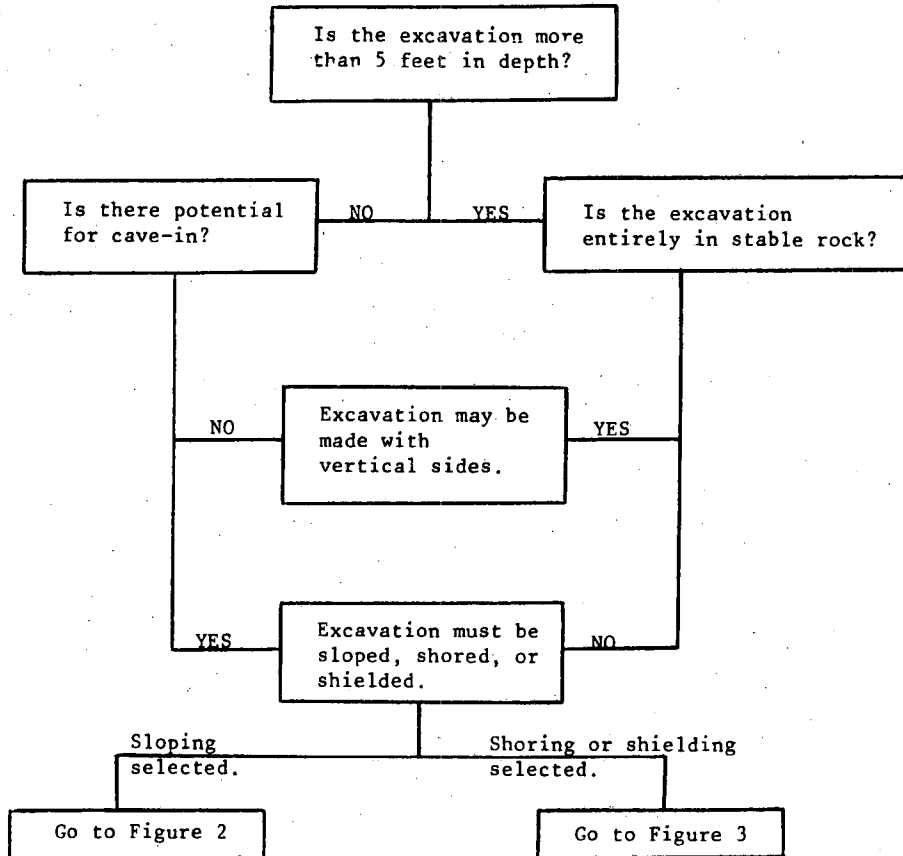


FIGURE 1 - PRELIMINARY DECISIONS



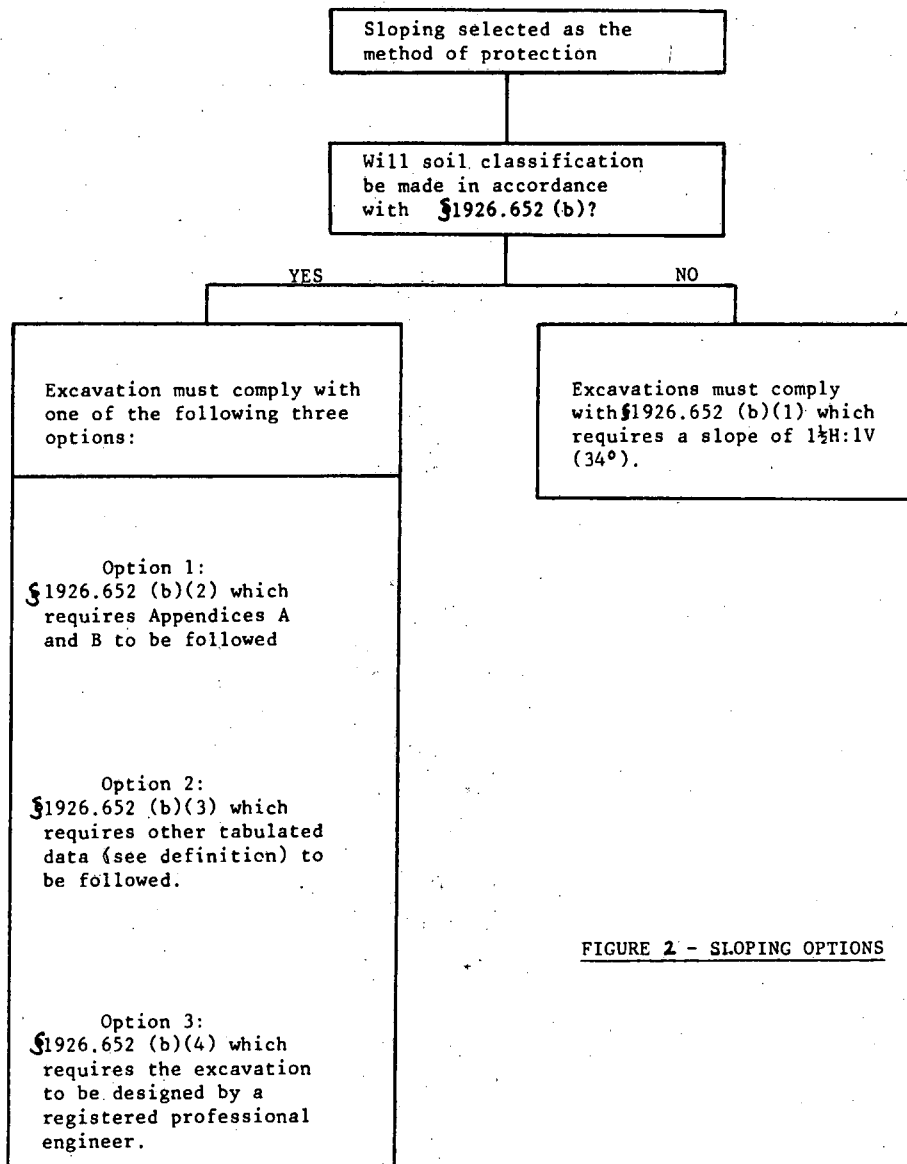


FIGURE 2 - SLOPING OPTIONS

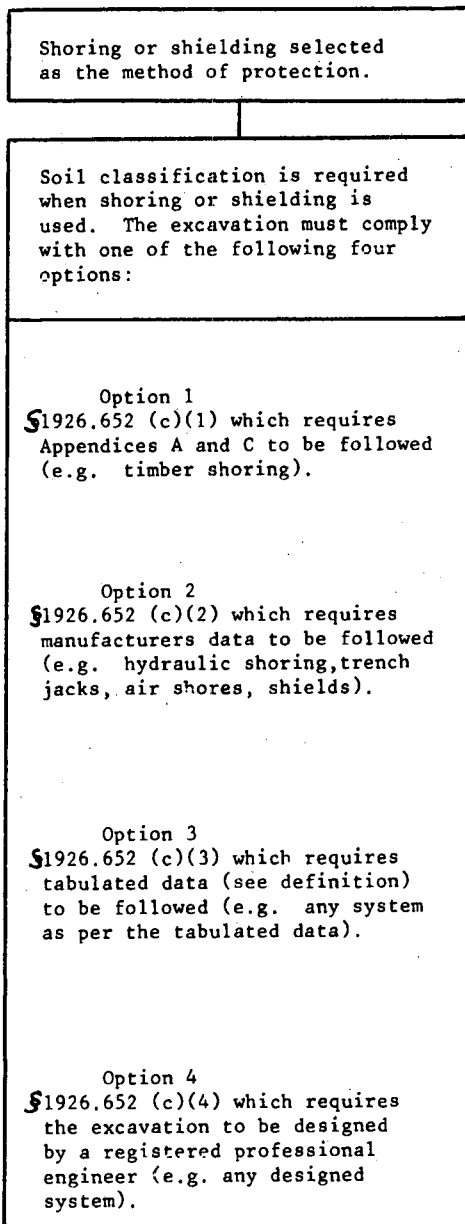


FIGURE 3 - SHORING AND SHIELDING OPTIONS

**REVOLVING LOAN FUND (RLF)**  
**Davis Bacon Wage Determination**

(Insert Determination package here)

The U. S. Department of Labor Wage Decision(s) will be inserted here when received.

**BID**

**SANITARY SEWER REHABILITATION**

**Manhole Rehabilitation and Cured-In-Place Pipe (CIPP)**  
**Installation for Wastewater Collection System**

**CITY OF BATESVILLE, ARKANSAS**

**Project No. WRD-003-620**

**MWY Project No. BA-138RHB**

**Dated December 2012**

Mayor Rick Elumbaugh  
City of Batesville  
500 E. Main Street  
Batesville, Arkansas 72501

To Mayor Elumbaugh and Council Members:

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. Bidder will sign and submit the Contract Agreement with the Bonds and other documents required by the bidding requirements within fifteen days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Contract Agreement, that:
  - a) Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of which is hereby acknowledged)

Date

Number

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____

and such addenda are attached to the Bid.

- b) Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
- c) Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- d) Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary General Conditions as provided in paragraph 4.02 of the General Conditions. Bidder accepts the determination set forth in paragraph SC-4.02 of the Supplementary General Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in paragraph 4.02 of the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
- e) Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- f) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- g) Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly

or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4. The following documents are attached to and made a condition of this Bid:
- a. Required Bid Security in the form of bid bond or certified or cashier's check for \_\_\_\_\_ (\$\_\_\_\_\_).
  - b. The Contractor's Act of Assurance Form.
  - c. The DBE/MBE/WBE Compliance Form.

5. The Bidder will complete the Work for the following unit or lump sum prices:

Item No.	Estimated Quantity	Description of Item and Unit or Lump Sum Price Bid	Total Amount
1.	290	Linear Feet, Protective Coating System for Manholes, complete in place	
		dollars ( _____ )/L.F.	\$ _____
(Amount written in Words)		(In Figures)	(Total Amount in Figures)
2.	1,040	Linear Feet, 8" x 6.0mm Trenchless Rehabilitation by CIPP of Existing Sewer Pipe Mainline, complete in place	
		dollars ( _____ )/L.F.	_____
3.	3,040	Linear Feet, 10" x 6.0mm Trenchless Rehabilitation by CIPP of Existing Sewer Pipe Mainline, complete in place	
		dollars ( _____ )/L.F.	_____
4.	3,520	Linear Feet, 12" x 6.0mm Trenchless Rehabilitation by CIPP of Existing Sewer Pipe Mainline, complete in place	
		dollars ( _____ )/L.F.	_____
5.	330	Linear Feet, 18" x 9.0mm Trenchless Rehabilitation by CIPP of Existing Sewer Pipe Mainline, complete in place	
		dollars ( _____ )/L.F.	_____

Item No.	Estimated Quantity	Description of Item and Unit or Lump Sum Price Bid	Total Amount
6.	2,910	Linear Feet, 21" x 13.5mm Trenchless Rehabilitation by CIPP of Existing Sewer Pipe Mainline, complete in place	
			dollars (            )/L.F.      \$ _____
7.	700	Linear Feet, 24" x 15mm Trenchless Rehabilitation by CIPP of Existing Sewer Pipe Mainline, complete in place	
			dollars (            )/L.F.      \$ _____
8.	30	Linear Feet, 30" x 18mm Trenchless Rehabilitation by CIPP of Existing Sewer Pipe Mainline, complete in place	
			dollars (            )/L.F.      \$ _____
9.	Lump Sum	Trench and Excavation Safety System, as required by Act 291 of the 1993 Arkansas General Assembly	
			dollars      _____

TOTAL BID .....\$ \_\_\_\_\_

5. (continued)

The contract, if awarded, will be based on the lowest responsive, responsible bid accepted by the City of Batesville, Arkansas.

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

Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words, unless obviously incorrect, will govern.

The above unit and lump sum prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

6. The Bidder agrees that the Work will be substantially complete within \_\_\_\_\_ calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within \_\_\_\_\_ calendar days after the date when the Contract Times commence to run.

Bidder accepts the provisions of the Contract Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

7. Communications concerning this Bid shall be addressed to the address of Bidder indicated below.
8. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Respectfully submitted,

\_\_\_\_\_  
(Firm Name)

By \_\_\_\_\_

Attest: \_\_\_\_\_  
(Seal, if bid is by corporation.)

Title \_\_\_\_\_

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

\_\_\_\_\_  
(Business Address & Zip Code)



## INFORMATION REQUIRED OF BIDDER

### LIST OF SUBCONTRACTORS:

The Bidder shall list below the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the state who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half of one percent of the prime contractor's total Bid. The Bidder shall also list below the portion of the work which will be done by each subcontractor under this Contract. Failure to comply with this requirement will render the Bid nonresponsive and may cause its rejection.

<u>Work to be Performed</u>	<u>Subcontractor License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor's Name &amp; Address</u>
1. _____	_____	_____	_____ _____
2. _____	_____	_____	_____ _____
3. _____	_____	_____	_____ _____
4. _____	_____	_____	_____ _____
5. _____	_____	_____	_____ _____
6. _____	_____	_____	_____ _____
7. _____	_____	_____	_____ _____

Note: Attach additional sheets if required.



PROPOSED SUBSTITUTE EQUIPMENT/MATERIAL SUPPLIER LIST:

The Bidder proposes the following suppliers of substitute or "or equal" products identified below:

<u>Equipment Item or Material</u>	<u>Specification Section</u>	<u>Substitute Supplier (List Only One)</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____

Note: These suppliers will only be considered after award of the Contract. The procedure for the submittal of substitute or "or equal" products is specified in the General Requirements.

**BID BOND**

Know all men by these presents, that we, the undersigned,  
\_\_\_\_\_, as Principal, and  
\_\_\_\_\_ as Surety, are hereby held and firmly  
bound unto \_\_\_\_\_, as Owner in the penal sum of  
\_\_\_\_\_ for the payment of which,  
well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. The  
Condition of the above obligation is such that whereas the Principal has submitted to  
\_\_\_\_\_ a certain Bid, attached hereto and hereby  
made a part hereof to enter into a contract in writing, for the

Now, therefore,

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said Bid) and shall furnish a Bond for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In witness whereof, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

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

Important - Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized in accordance with Section 15 of the Supplemental General Conditions to transact business in the State of Arkansas.

## AGREEMENT

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_  
in the year \_\_\_\_\_ by and between \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called OWNER) and  
\_\_\_\_\_ (hereinafter called CONTRACTOR).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### Article 1. WORK

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

Sanitary Sewer Rehabilitation – Manhole Rehabilitation and Cured-In-Place Pipe (CIPP) Installation for Wastewater Collection System, which consists of all items of work as set out in the Bid and these Specifications and Plans No. BA-138RHB, dated December 2012, for the unit and lump sum prices bid in the Bid, including all work required for a complete installation.

### Article 2. ENGINEER

The Project has been designed by McGoodwin, Williams and Yates, Inc., who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### Article 3. CONTRACT TIMES

3.1 The Work will be substantially completed and placed in service within \_\_\_\_\_ (\_\_\_\_\_) days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within \_\_\_\_\_ (\_\_\_\_\_) days after the date when the Contract Times commence to run. These Contract Times include normal (average) weather-related events, such as rain, snow, and freezing temperatures which may affect the progress of the construction in the following amounts on a per-month basis as hereinafter set out. Only weather-related delays in excess of these amounts will be considered for time extensions, if requested by the Contractor.

Days Included in Contract Times for Normal Weather Days  
(On A Monthly Basis)

January	15
February	12
March	8
April	6
May	6
June	3
July	3
August	3
September	3
October	3
November	6
December	12

The Contractor shall include within the Contract Times the respective number of days (as shown above for each month during the Contract) for normal weather-related events which may cause delays in the progress of the Work, and place a sufficient work force on the project to ensure completion of the Work within the Contract Times.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Thousand dollars (\$2,000.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Thousand dollars (\$2,000.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds for the performance of the Contract in accordance with the accepted Bid therefor, subject to additions and deductions, as provided in the Specifications, for unit and lump sum prices in the Bid, the total sum being

\_\_\_\_\_ (\$ \_\_\_\_\_).  
(use words) (figures)

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

Article 5. PAYMENT PROCEDURES

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

5.1 Progress Payments; Retainage. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.05 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.02 of the General Conditions:

95% of Work completed (with the balance being retainage, and

100% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.02 of the General Conditions).

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to Contractor to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.02 of the General Conditions.

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

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

6.1 Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 7 and the other related data identified in the Bidding Documents including "technical data."

6.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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



6.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary General Conditions as provided in paragraph 4.02 of the General Conditions. Contractor accepts the determination set forth in paragraph SC-4.02 of the Supplementary General Conditions of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely as provided in paragraph 4.02 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.5 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.

6.6 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

6.7 Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### Article 7. CONTRACT DOCUMENTS

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

- 7.1 This Agreement.
- 7.2 Advertisement for Bids.
- 7.3 Instructions to Bidders.
- 7.4 Exhibits to this Agreement.
  - Bid
  - Bid Bond

- Davis Bacon Wage Rates
- Contractor's Act of Assurances
- DBE/MBE/WBE Post-Bid Compliance Form

- 7.5 Performance, Payment and other Bonds.
- 7.6 Notice of Award.
- 7.7 Notice to Proceed.
- 7.8 General Conditions.
- 7.9 Supplementary General Conditions.
- 7.10 ANRC Supplemental Conditions.
- 7.11 Certificate of Owner's Attorney.
- 7.12 ANRC Approval of Contract.
- 7.13 Specifications consisting of divisions and sections as listed in the Table of Contents.
- 7.14 Drawings consisting of \_\_\_\_ sheets.
- 7.15 Addenda numbers \_\_\_\_ to \_\_\_\_, inclusive.
- 7.16 Insurance.
- 7.17 Change Orders.
- 7.18 Documentation submitted by Contractor prior to Notice of Award.
- 7.19 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

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

#### Article 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.2 The Contractor and all Subcontractors shall pay not less than the minimum prevailing hourly wage rates as found by the U. S. Department of Labor or as determined by the Court on appeal to all workmen performing work under the Contract.

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

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

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

8.6 This Agreement shall not become effective unless and until approved by the Executive Director of the Arkansas Natural Resources Commission.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. One counterpart each has been delivered to Owner, Contractor and Engineer. All portions of the Contract Documents have been signed, initialed or identified by Owner and Contractor or identified by Engineer on their behalf.

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

OWNER:  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR:  
\_\_\_\_\_  
\_\_\_\_\_

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

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

[Corporate Seal]

[Corporate Seal]

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for Giving Notices  
\_\_\_\_\_  
\_\_\_\_\_

Address for Giving Notices  
\_\_\_\_\_  
\_\_\_\_\_

**APPROVAL OF CONTRACT**

Approved as to form and content and without liability for any payments thereunder, the Arkansas Natural Resources Commission hereby concurs in the award of this contract to

---

**ARKANSAS NATURAL RESOURCES COMMISSION**

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

**J. Randy Young, P.E., Executive Director**

**PERFORMANCE BOND**

Know All Persons By These Presents: that

\_\_\_\_\_

(Name of Contractor)

\_\_\_\_\_

(Address of Contractor)

a \_\_\_\_\_, hereinafter called  
(Corporation, partnership, or Individual)

Principal, and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_

(Name of Owner)

\_\_\_\_\_

(Address of Owner)

hereinafter called Owner in the total aggregate penal sum of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_ ) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas, the Principal entered into a certain contract with the Owner dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

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

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

Provided, further, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to Work to be performed thereunder or the Specifications accompanying same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.

Provided, further, that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this Bond, and whether referring to this Bond, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

Provided, further, that no final settlement between the Owner and the Principal shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The Owner is the only beneficiary hereunder.

In Witness Whereof, this instrument is executed in \_\_\_\_\_ counterparts, each  
(Number)

one of which shall be deemed an original, this the \_\_\_\_\_ day of  
\_\_\_\_\_ 20 \_\_\_\_\_.

(Corp. Seal)

**Contractor**

**Principal**

Attest:

**Witness as to Principal**  
(If Corp. then Corp. Sec.)

By:

(If Corp then CEO)

Address

Address

**Surety**

Attest:

**Witness as to Surety**

By:

Attorney-in-Fact

Address

Address

Note: Date of Bond must not be prior to date of Contract.

If Contractor is partnership, all partners should execute Bond.

**Important:** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be in accordance with Section 15 of the ANRC Supplemental Conditions and be authorized to transact business in the State of Arkansas.

**PAYMENT BOND**

Know All Persons By These Presents: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called  
(Corporation, Partnership, or Individual)

Principal and \_\_\_\_\_  
(Name of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called Owner and unto all persons, firms and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The Condition of This Obligation is such that whereas, the Principal entered into a certain contract with the Owner dated the \_\_\_\_\_ day \_\_\_\_\_ of 20 \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

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



Now, therefore, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and for all labor cost incurred in such Work including that by a Subcontractor, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

Provided, that beneficiaries or claimants hereunder shall be limited to the Subcontractors, and persons, firms and corporations having a direct contract with the Principal or its Subcontractors.

Provided, further, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the Work or to the Specifications.

Provided, further, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner or the Surety above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Surety, at any place where an office is regularly maintained for the transaction of

business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which Principal ceased work on said Contract, is being understood, however, that if any limitation embodied in the Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

Provided, further, that it is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended. The term "Amendment", whenever used in this Bond and whether referring to this Bond, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

Provided, further, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Witness whereof, this instrument is executed in \_\_\_\_\_ counterparts, each  
(Number)  
of which shall be deemed an original, this the \_\_\_\_\_ day of  
\_\_\_\_\_ 20 \_\_\_\_\_.

(Corp. Seal)

**Contractor** \_\_\_\_\_  
**Principal**

Attest: \_\_\_\_\_  
**Witness as to Principal**  
(If Corp. then Corp. Sec.)

By: \_\_\_\_\_  
(If Corp then CEO)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

**Surety** \_\_\_\_\_

Attest: \_\_\_\_\_  
**Witness as to Surety**

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

Note: Date of Bond must not be prior to date of Contract.

If Contractor is partnership, all partners should execute Bond.

**Important:** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be in accordance with Section 15 of the ANRC Supplemental Conditions and be authorized to transact business in the State of Arkansas.

**CERTIFICATE OF OWNER'S ATTORNEY**

I, the undersigned, \_\_\_\_\_, the duly authorized and acting legal representative of \_\_\_\_\_, do hereby certify as follows:

I have examined the attached contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

\_\_\_\_\_

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

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

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by

**ACEC**

AMERICAN COUNCIL OF ENGINEERING COMPANIES



**ASCE** American Society  
of Civil Engineers

**National Society of  
Professional Engineers**  
Professional Engineers in Private Practice

AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

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

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

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

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

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

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

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

## 1.02 Terminology

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

### B. *Intent of Certain Terms or Adjectives:*

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

### C. *Day:*

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

### D. *Defective:*

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

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

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

**ARTICLE 2 – PRELIMINARY MATTERS**

2.01 *Delivery of Bonds and Evidence of Insurance*

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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



2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

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

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.07 *Initial Acceptance of Schedules*

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

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

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

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

#### **3.01 *Intent***

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

#### **3.02 *Reference Standards***

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

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies:*

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

#### B. *Resolving Discrepancies:*

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

### 3.04 *Amending and Supplementing Contract Documents*

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

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

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

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

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

3.06 *Electronic Data*

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

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

4.01 *Availability of Lands*

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

4.02 *Subsurface and Physical Conditions*

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

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

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

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

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

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

C. *Possible Price and Times Adjustments:*

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

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

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

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

#### 4.04 *Underground Facilities*

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

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

B. *Not Shown or Indicated:*

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

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

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

#### 4.05 *Reference Points*

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

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

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



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

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

## ARTICLE 5 – BONDS AND INSURANCE

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

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

### 5.02 *Licensed Sureties and Insurers*

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

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

#### 5.03 *Certificates of Insurance*

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

#### 5.04 *Contractor's Insurance*

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

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

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

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

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

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

#### 5.07 *Waiver of Rights*

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

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

5.08 *Receipt and Application of Insurance Proceeds*

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

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

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

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

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

**ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES**

6.01 *Supervision and Superintendence*

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

6.02 *Labor; Working Hours*

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

6.03 *Services, Materials, and Equipment*

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



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

#### 6.04 *Progress Schedule*

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

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

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

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

2. *Substitute Items:*

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

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

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

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

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

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

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

#### 6.07 *Patent Fees and Royalties*

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

#### 6.08 *Permits*

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

## 6.09 *Laws and Regulations*

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

## 6.10 *Taxes*

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

## 6.11 *Use of Site and Other Areas*

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

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

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

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

#### 6.12 *Record Documents*

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

#### 6.13 *Safety and Protection*

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

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

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

#### 6.14 *Safety Representative*

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

#### 6.15 *Hazard Communication Programs*

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

#### 6.16 *Emergencies*

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



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

6.17 *Shop Drawings and Samples*

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

1. *Shop Drawings:*

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

2. *Samples:*

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

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

C. *Submittal Procedures:*

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

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

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

*D. Engineer's Review:*

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

*E. Resubmittal Procedures:*

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

6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

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

6.20 *Indemnification*

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

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

6.21 *Delegation of Professional Design Services*

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

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

## ARTICLE 7 – OTHER WORK AT THE SITE

### 7.01 *Related Work at Site*

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

### 7.02 *Coordination*

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

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

7.03 *Legal Relationships*

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

**ARTICLE 8 – OWNER'S RESPONSIBILITIES**

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance*

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

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

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

8.12 *Compliance with Safety Program*

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

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

9.01 *Owner's Representative*

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

9.02 *Visits to Site*

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

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

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

#### 9.03 *Project Representative*

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

#### 9.04 *Authorized Variations in Work*

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

#### 9.05 *Rejecting Defective Work*

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



9.06 *Shop Drawings, Change Orders and Payments*

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

9.07 *Determinations for Unit Price Work*

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

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

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

9.09 *Limitations on Engineer's Authority and Responsibilities*

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

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

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

#### 9.10 *Compliance with Safety Program*

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

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

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

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

10.02 *Unauthorized Changes in the Work*

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

10.03 *Execution of Change Orders*

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

10.04 *Notification to Surety*

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

10.05 *Claims*

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 11.02 Allowances

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

#### 11.03 Unit Price Work

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

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

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

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

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

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



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

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

#### 12.02 *Change of Contract Times*

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

#### 12.03 *Delays*

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

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

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

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

### *13.01 Notice of Defects*

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

### *13.02 Access to Work*

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

### 13.03 *Tests and Inspections*

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

### 13.04 *Uncovering Work*

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

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

### 13.05 *Owner May Stop the Work*

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

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

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

### 13.07 *Correction Period*

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

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

#### 13.08 *Acceptance of Defective Work*

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

### 13.09 *Owner May Correct Defective Work*

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

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

### 14.01 *Schedule of Values*

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

### 14.02 *Progress Payments*

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

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

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

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

B. *Review of Applications:*

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

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

*C. Payment Becomes Due:*

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



D. *Reduction in Payment:*

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

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

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

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

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

#### 14.05 *Partial Utilization*

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

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

#### 14.06 *Final Inspection*

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

#### 14.07 *Final Payment*

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

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

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

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

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

*C. Payment Becomes Due:*

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

*14.08 Final Completion Delayed*

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

*14.09 Waiver of Claims*

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

## ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

### 15.01 *Owner May Suspend Work*

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

### 15.02 *Owner May Terminate for Cause*

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

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

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

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

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

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

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

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

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

## ARTICLE 16 – DISPUTE RESOLUTION

### 16.01 *Methods and Procedures*

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

## ARTICLE 17 – MISCELLANEOUS

### 17.01 *Giving Notice*

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

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

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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



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## SUPPLEMENTARY CONDITIONS

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

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

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

### SC-1 DEFINITIONS AND TERMINOLOGY

In addition to the provisions of Article 1, the following respective supplemental definitions apply:

The word "Owner" shall mean the City of Batesville, Arkansas, acting through its duly authorized representatives.

The words "City Council" shall mean the City Council of the City of Batesville, the duly elected or appointed governing body of the City of Batesville, Arkansas.

The words "Mayor" and "City Clerk" shall mean, respectively, the Mayor and City Clerk of the City of Batesville, Arkansas.

The words "Engineer" or "Architect" shall mean the engineering firm of McGoodwin, Williams and Yates, Inc., Consulting Engineers, or their duly authorized agent, who has been employed by the City of Batesville, Arkansas.

The words "Resident Project Representative" shall mean the authorized representative of the Engineer who is assigned to the site or any part thereof.

The word "surety" or "sureties" shall mean the bondsmen or party or parties who have made sure the fulfillments of the Contract by Bonds, and whose signatures are attached to said Bonds.

The word "Advertisement" shall mean all the legal publications pertaining to the Work of this Contract.

The word "Plans" shall mean, collectively, all of the Drawings pertaining to the Contract and made a part thereof, and also such Supplementary Drawings as the Engineer may issue from time to time in order to clarify the Drawings, or for the purpose of showing changes in the Work as authorized under the section "Modifications and Alterations," or for showing details which are not shown thereon.

The term "grade" used in these Specifications is understood to refer to and indicate the established elevations of the paving, flow line of sewers or other appurtenances as shown on the Plans on file in the office of the official designated in the "Advertisement for Bids."

## Supplementary Conditions

The term "bonds" means bid, performance, and payment bonds and other instruments of surety.

Whenever the following abbreviations are used, they shall have the meanings given below:

AASHTO	-	American Society of State Highway Officials
ACI	-	American Concrete Institute
AGA	-	American Gas Association
AISC	-	American Institute of Steel Construction
ANSI	-	American National Standards Institute
APA	-	American Plywood Association
ASA	-	American Standards Association
ASTM	-	American Society for Testing Materials
AWG	-	American Wire Gauge
AWPA	-	American Wood Products Association
AWS	-	American Welding Society
AWWA	-	American Water Works Association
GSA	-	General Services Administration, U. S. Government
NBHA	-	National Builders Hardware Association
NEC	-	National Electrical Code
NEMA	-	National Electrical Manufacturers Association
NFPA	-	National Fire Protection Association
NPT	-	National Pipe Thread
SBC	-	Standard Building Code
SPA	-	Southern Products Association
UL	-	Underwriters' Laboratories
A	-	ampere
ABC	-	aggregate base course
cfm	-	cubic feet per minute
CGMP	-	corrugated galvanized metal pipe
DIP	-	ductile iron pipe
gpm	-	gallons per minute
Hp	-	horsepower
MGD	-	million gallons per day
N.C.	-	normally closed
N.O.	-	normally open
ppm	-	parts per million
psi	-	pounds per square inch
PVC	-	polyvinyl chloride (pipe)
R	-	motor starter relay
RCP	-	reinforced concrete pipe
rpm	-	revolutions per minute
T.D.	-	time delay
TDH	-	total dynamic head
V	-	volt

### SC-2 PRELIMINARY MATTERS

Add the following language at the end of paragraph 2.02.A of the General Conditions:

SC-2.02.B Copies of Contract. Not less than four copies of the bound volumes of the proposal, Contract and stipulations shall be prepared, each containing the Bid, the Bond or Bonds properly executed and Contracts signed by both parties thereto. However, the Contractor and the surety executing the Bond shall not date the Contract or the Bond upon submission for execution by the Owner. These documents will be dated the date the Owner executes the Contract.

SC-4 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

SC-4.02 Subsurface and Physical Conditions. Add the following new paragraphs immediately after paragraph 4.02.B of the General Conditions:

- C. The following reports of explorations and tests of Subsurface Conditions at or contiguous to the site are known to Owner:
  - 1. No reports related to Subsurface Conditions are known to the Owner.
- D. The following Drawings of Physical Conditions relating to existing surface or subsurface structures at the site (except underground facilities) are known to Owner:
  - 1. None.
- E. The Reports and Drawings identified above are not part of the Contract Documents, but the "Technical Data" contained therein upon which Contractor may rely, as expressly identified and established above, are incorporated in the Contract Documents by reference. Contractor is not entitled to rely upon any other information and data known to or identified by Owner or Engineer.
- F. Copies of Reports and Drawings identified in SC-4.02.D that are not included with the Bidding Documents may be examined at the Engineer's office during regular business hours. Copies of Reports and Drawings identified in SC-4.02.C and SC-4.02.D that are not included with the Bidding Documents shall be transmitted to Contractor upon written request by Contractor to Engineer.

SC-4.06 Hazardous Environmental Condition at the Site. Delete paragraphs 4.06.A and 4.06.B of the General Conditions in their entirety and insert the following:

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

Add the following new paragraphs immediately after paragraph 4.06.I.

- J. In no way do the provisions of Section 4.06 imply responsibility for the protection of the environment, unless otherwise required by Laws and Regulations.

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- K. Substances which may be defined as "hazardous" but do not meet the definition of "hazardous waste" as defined in Section 1.01, including but not limited to chlorine gas or other chemicals, which are openly used by the Owner on a consistent basis as a part of their normal operating procedures, are not required to be disclosed by the Owner to the Contractor in reports, drawings, or Contract Documents. Contractor takes full responsibility for all of Contractor's actions that result in damages to persons, property, or equipment as a result of releases/spills of substances described in this paragraph.

### SC-5 BONDS AND INSURANCE

Add a new paragraph immediately after paragraph 5.01.B of the General Conditions which is to read as follows:

SC-5.01.B.1 Resident Agent. The Contractor shall furnish bid, performance and payment bonds and other instruments of surety, as provided for in Article 5 of the General Conditions, executed by a resident or non-resident agent licensed by the Arkansas State Insurance Commissioner to represent the surety company executing said bonds, and filing with such bonds his power-of-attorney. The mere countersigning of the bonds by a resident or non-resident agent will not be sufficient.

SC-5.02.A Licensed Sureties and Insurers. Add the following sentences at the end of the existing paragraph 5.02.A of the General Conditions:

The surety on the bond shall be from a corporate surety company duly authorized to do business in the State of Arkansas. Bonds must be written by an 'A' rated bonding company.

SC-5.03 Certificates of Insurance. Delete paragraph 5.03.B of the General Conditions in its entirety.

### SC-5.04 Contractor's Liability Insurance

Add the following paragraphs immediately after the respective paragraphs contained in SC-5.04 of the General Conditions:

SC-5.04 The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

SC-5.04.A.1 and SC-5.04.A.2 Workers' Compensation and Related Coverages under paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:

- |    |   |                 |
|----|---|-----------------|
| 1) | State:                                    | Statutory       |
| 2) | Applicable Federal (e.g. Longshoreman's): | Statutory       |
| 3) | Employer's Liability: \$ 500,000          | Each Occurrence |

Policies shall include the following waiver documented on certificates:

Contractor agrees to waive all rights of subrogation against McGoodwin, Williams and Yates, Inc., Consulting Engineers, and the Owner for Work performed under Contract.

SC-5.04.A.3 through SC-5.04.A.6 Contractor's General Liability (under paragraphs 5.04.A.3 through A.6 of the General Conditions) shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

- |  |             |
|--|-------------|
| 1) General Aggregate   | \$2,000,000 |
| 2) Products – Completed Operations Aggregate   | \$2,000,000 |
| 3) Personal and Advertising Injury   | \$1,000,000 |
| 4) Each Occurrence (Bodily Injury & Property Damage)   | \$1,000,000 |
| 5) Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable. |             |

Policies will include premises/operations, products, completed operations, independent contractors, Explosion, Collapse, Underground Hazard, Broad Form Contractual, Personal Injury with employment exclusion deleted, and Broad Form Property Damage.

SC-5.04.A.6 Automobile Liability under paragraph 5.04.A.6 of the General Conditions:

Bodily Injury:	
Each Person	\$1,500,000
Each Accident	\$3,000,000

Property Damage:	
Each Accident	\$ 600,000
OR a Combined Single Limit of	\$2,000,000

SC-5.05 Owner's Liability Insurance. Delete paragraph 5.05 of the General Conditions in its entirety and insert the following in its place:

5.05 Owner's and Engineer's Contingent Protective Liability Insurance. The Contractor shall indemnify and save harmless the Owner and Engineer from and against all losses and claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against them by reason of any omission or act of the Contractor, his agent or employees in the execution of the Work or in the guarding of it. The Contractor shall obtain in the name of the Owner and Engineer (either as co-insured or by endorsement), and shall maintain and pay the premiums for such insurance in an amount not less than \$2,000,000 for property damage and bodily injury limits, and with such provisions as will protect the Owner and Engineer from contingent liability under

## Supplementary Conditions

this Contract.

SC-5.06.A Property Insurance. Delete paragraph 5.06.A of the General Conditions in its entirety and insert the following in its place:

- A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof, but not less than an amount equal to the Total Bid Price. Contractor shall be responsible for any deductible or self-insured retention. This insurance shall:
1. include the interests of the Owner, Contractor, Subcontractors, Engineer, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or loss payee;
  2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by these Supplementary Conditions;
  3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
  4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
  5. allow for partial utilization of the Work by Owner;
  6. include testing and startup;
  7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued; and
  8. comply with the requirements of paragraph 5.06.C of the General Conditions.

SC-5.06.B Other Insurance. Delete paragraph 5.06.B of the General Conditions in its entirety and insert the following in its place:

5.06.B.1 Other Insurance. The Contractor is to protect the Owner against all loss during the course of the Contract. If, due to the nature of the Project, insurance coverage other than that specified is needed by the Contractor to protect the Owner against all losses, the Contractor is responsible for determining the type of insurance needed and purchasing same.

SC-5.06.B Add the following immediately after paragraph 5.06.B:

"Will endeavor" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives" wording will be deleted from certificates.

Policies shall also specify that insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the Owner or the Engineer.

5.06.B.2 Blasting. If the Contractor is performing blasting on the Project, the following requirements shall be met:

1. The blasting contractor shall submit a certificate issued by an insurance company authorized to do business in the State of Arkansas certifying that the applicant has a public liability insurance policy in force for the blasting operation for this particular project. Such policy shall provide for personal injury and property damage protection with a minimum limit of Five (5) Million Dollars. Insurance shall cover blasting with XCU coverage on a per-occurrence basis. Certificate shall name the Project Owner, General Contractor and Project Engineer as Additional Insured for said Project.
2. The policy shall be maintained in full force during the life of the Project.
3. The policy shall include a rider requiring that the insurer notify the Owner whenever substantive changes are made in the policy including any termination or failure to renew.

SC-5.06.E Delete paragraph 5.06.E of the General Conditions in its entirety.

SC-5.08 Receipt and Application of Insurance Proceeds. Delete section 5.08 of the General Conditions in its entirety.

SC-5.09 Acceptance of Bonds and Insurance. Delete section 5.09 of the General Conditions in its entirety.

## SC-6 CONTRACTOR'S RESPONSIBILITIES

SC-6.06 Add a new paragraph immediately after paragraph 6.06.G:

- H. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor or Supplier.

SC-6.08.A Permits. Add the following language at the end of the existing paragraph 6.08.A of the General Conditions:

The Owner shall obtain a Permit for Discharge of Stormwater from Construction Activities as required by the Arkansas Department of Environmental Quality, as well as an NPDES Discharge permit if required by Laws and Regulations. The responsibility for complying with all applicable regulations shall be borne by the Contractor.



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SC-6.09 Laws and Regulations. Add a new paragraph immediately after paragraph 6.09.B of the General Conditions which shall read as follows:

The Contractor shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities. No sanitary wastes will be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substance will be permitted to enter sanitary sewers, and reasonable measures will be taken to prevent such materials from entering any drain or watercourse.

SC-6.17 Shop Drawings and Samples. Add the following language at the end of the first sentence of paragraph 6.17.A of the General Conditions:

The Shop Drawing Review by the Engineer is for general compliance with the Contract Documents. No responsibility is assumed by the Engineer for correctness of dimensions or details.

## SC-7 OTHER WORK AT THE SITE

SC-7.04 Separate Contractor Claim. Add a new paragraph 7.04 immediately after paragraph 7.03 of the General Conditions which shall read as follows:

### SC-7.04 Separate Contractor Claim.

- A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner, Engineer, or the construction coordinator, then Contractor (without involving Owner, Engineer, or construction coordinator) shall either 1) remedy the damage, 2) agree to compensate the other contractor for remedy of the damage, or 3) remedy the damage and attempt to settle with such other contractor by agreement or otherwise resolve the dispute by arbitration or at law.
- B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold Owner, Engineer, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any other contractor against Owner, Engineer, consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor's performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of work by any other contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, or the construction coordinator on account of any such damage or Claim.

- C. If Contractor is delayed at any time in performing or furnishing the Work by any act or neglect of another contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, and construction coordinator for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from Owner, Engineer, or construction coordinator for activities that are their respective responsibilities.

SC-8 OWNER'S RESPONSIBILITIES

SC-8.06 Delete paragraph 8.06 of the General Conditions in its entirety.

SC-9 ENGINEER'S STATUS DURING CONSTRUCTION

SC-9.03 Add the following language at the end of paragraph 9.03.A of the General Conditions:

SC-9.03.B Duties, Responsibilities and Limitations of Authority of Resident Project Representative.

General

The Resident Project Representative (RPR), who is the Engineer's agent, will act as directed by and under the supervision of the Engineer and will confer with the Engineer regarding its actions. The Resident Project Representative's dealings in matters pertaining to the on-site Work shall, in general, be only with the Engineer and the Contractor, and dealings with subcontractors shall only be through or with the full knowledge of the Contractor. Written communication with the Owner will be only through or as directed by the Engineer.

Duties and Responsibilities of RPR

- 1) Schedules. Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
- 2) Conferences and Meetings. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- 3) Liaison.
  - a) Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
  - b) Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

## Supplementary Conditions

### 4) Shop Drawings and Samples.

- a) Record date of receipt of Shop Drawings and samples.
- b) Receive samples which are furnished at the site by Contractor, and notify Engineer of availability of samples for examination.
- c) Advise Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Engineer.

### 5) Review of Work, Rejection of Defective Work, Inspections and Tests.

- a) Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b) Report to Engineer whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c) Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Engineer appropriate details relative to the test procedures and startups.
- d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.

6) Interpretation of Contract Documents. Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

7) Modifications. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Engineer. Transmit to Contractor decisions as issued by Engineer.

### 8) Records.

- a) Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- b) Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.

### 9) Reports.

- a) Furnish Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop

Drawings and sample submittals.

- b) Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
- c) Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Engineer Change Orders, Work Directive Changes, and Field Orders.
- d) Report immediately to Engineer and Owner upon the occurrence of any accident.

10) Payment Requests. Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11) Certificates, Maintenance and Operation Manuals. During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Engineer for review and forwarding to Owner prior to final payment for the Work.

12) Completion.

- a) Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b) Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
- c) Observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

Limitations of Authority (except upon written instruction of the Engineer).

Resident Project Representative:

shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by Engineer.

shall not exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.

shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.

shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

## Supplementary Conditions

shall not accept Shop Drawing or sample submittals from anyone other than Contractor.

shall not authorize Owner to occupy the Project in whole or in part.

shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

### SC-11 COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-11.03.D Unit Price Work. Delete paragraph 11.03.D of the General Conditions and add the following in its place:

- D. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
1. if the Bid price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
  2. if there is no corresponding adjustment with respect to any other item of Work; and
  3. if Contractor believes that Contractor has incurred additional expense as a result thereof or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, either Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

### SC-12 CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

SC-12.01.C Contractor's Fee. Add the following paragraph 12.01.C.2.g:

- g. The maximum fee for overhead and profit when multiple tiers of subcontractors are involved is 27 percent, based on a maximum of three (3) tiers ( $1.15 \times 1.05 \times 1.05 = 1.27$ ).

### SC-13 TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-13.07.A-E Correction Period. All references to a correction period of "one year" shall be changed to read "two years."

### SC-14 PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02.C.1 Payment Becomes Due. Delete paragraph 14.02.C.1 and replace with the following:

1. After presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to

Supplementary Conditions

the provisions of paragraph 14.02.D) become due and be paid by Owner to Contractor within a reasonable amount of time consistent with standard business practices and the requirements of any governing agencies, if applicable.

END OF SUPPLEMENTARY CONDITIONS

## SECTION 01110 - SUMMARY OF WORK

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section summarizes the Work covered in detail in the complete Contract.
- B. Owner: City of Batesville, 500 E. Main Street, Batesville, AR 72501, is contracting for Work described in the Contract Documents.
  - 1. Contract Identification: Manhole Rehabilitation and Cured-In-Place Pipe (CIPP) Installation for Wastewater Collection System.
- C. Engineer: The Contract Documents were prepared by McGoodwin, Williams and Yates, Inc., 302 E. Millsap Rd., Fayetteville, AR 72703.

#### 1.2 PROJECT DESCRIPTION

- A. The work consists of the rehabilitation of approximately 289 sanitary sewer manholes, including 36-inch and 48-inch diameters constructed of brick and concrete, along with approximately 21,507 linear feet of cured-in-place (CIPP) sanitary sewer line reconstruction, including televising, active sewer service line determination, cleaning and root-removal, bypass pumping, liner installation, and reinstatement of sanitary sewer services, for a complete installation.

#### 1.3 CONTRACTOR'S COORDINATION WITH THE UTILITY

- A. Limited Use:
  - 1. Maintain and conduct activities on easements provided by the Utility.
  - 2. Coordinate with Owner to avoid interference of operations.
  - 3. Conduct operations so as to ensure the least inconvenience to Owner and the general public.

#### 1.4 LANDS AND RIGHTS OF WAY

- A. The work to be performed under this contract shall be on public right-of-ways and privately-owned land where the City of Batesville has obtained Utility Easements.
- B. All access to the rights-of-way across private property, other than along the route shown on the Plans, shall be exercised by the Contractor only after having obtained written permission from each landowner for that particular access.
- C. All construction activities shall be limited to those areas defined within the permanent easements and temporary construction easements. Any activities outside these areas across private property will require written permission from the landowner(s).

#### 1.5 WORK SEQUENCE

- A. After the contract, bonds, and certificates of insurance have been furnished to the Owner, and the contract has been executed, the Engineer will issue a Notice to Proceed, designating the date

the contract time will commence. The Contractor shall complete the contract within the Contract Times set out in the Agreement.

- B. All work performed within City of Batesville street and AHTD right-of-ways shall include traffic control plans approved by the Engineer and Owner. All work within AHTD right-of-ways shall include signage and traffic control devices required by AHTD Standards, current edition.
- C. The Contractor will be required to bypass all sewage flows during construction as necessary for the proper installation of all rehabilitation methods. The Contractor shall design and put in place bypass pumping to handle all sewage flow during construction.
- D. The Contractor will cooperate in all respects with the City of Batesville Water Utility and personnel during the construction of the new facilities.

#### 1.6 CONTRACTOR TO FURNISH EQUIPMENT, MATERIALS AND MANPOWER

- A. The Contractor shall furnish, without charge, competent men from his force and such tools, stakes and other materials as the Engineer may require for the complete and proper installation of all items of manhole and pipeline rehabilitation in connection with said work.
- B. The Engineer, at the request of the Owner, shall provide all necessary maps and collection system information to assist the Contractor in the location and installation of required work. It shall be the Contractor's responsibility to properly field locate all locations of manholes and sewer line access points during the course of the contract.

#### 1.7 TREE AND PLANT PROTECTION

- A. All trees and other vegetation which must be removed to perform the work shall be removed and disposed of by Contractor. However, care shall be taken in yard areas not to remove trees or cultured plants unless specifically called for on the Plans. Trees and plants not removed shall be protected from direct injury from Contractor operations.
- B. Trimming and repair of tree and plant damage shall be performed by qualified nursery workers or horticulturists.

#### 1.8 SUNDAY, HOLIDAY AND NIGHT WORK

- A. No work shall be done between the hours of 6:00 p.m. and 7:00 a.m., or on Sundays or legal holidays, except as approved by Owner prior to work beginning, or as is necessary for the proper care and protection of work already performed, or in case of any emergency.

#### 1.9 USE OF EXPLOSIVES

- A. The use of explosives is not allowed on this project.



#### 1.10 SECURITY

- A. The Contractor shall be responsible for protection of the site, and all Contractor's work, materials, equipment and existing facilities thereon against vandals and other unauthorized persons.
- B. No claim shall be made against the Owner by reason of any act of an employee or trespasser, and the Contractor shall make good all damage to Owner's property resulting from his failure to provide security.
- C. Security measures shall be at least equal to those usually provided by Owner to protect his existing facilities during normal operation, but shall also include such additional security fencing, barricades, lighting, watchman services, and other measures as required to protect the site.

#### 1.11 STORAGE AND HANDLING OF MATERIALS

- A. The Contractor shall be responsible for all material furnished by him and shall replace at his own expense all such material found defective in manufacture or damaged in handling after delivery by the manufacturer. This shall include the furnishing of all material and labor required for the replacement of installed material discovered prior to the final acceptance of the work.
- B. The Contractor shall be responsible for the safe storage of material furnished by or to him and accepted by him, and intended for the work, until the Notice of Final Completion. All materials shall be stored in strict conformance to the manufacturer's recommendations.
- C. Pipe and accessories shall be loaded and unloaded by lifting with hoists or skidding so as to avoid shock or damage. Under no circumstances shall such materials be dropped. Pipe handled on skidways shall not be skidded or rolled against pipe already on the ground.

#### 1.12 ACCESS ROADS

- A. The Contractor shall establish and maintain temporary access roads to various parts of the site as required to complete the project. Scheduling, materials and construction procedures are specified in other sections of the documents. Such roads shall be available for the use of all performing work or furnishing services in connection with the project.
- B. Any temporary access roads constructed by the Contractor shall be removed and the surface restored to original or better condition prior to final payment.

#### 1.13 PARKING

- A. The Contractor shall provide and maintain suitable parking areas for the use of all construction workers and others performing work or furnishing services in connection with the project, as necessary, to avoid any need for parking personal vehicles where they may interfere with construction activities.

#### 1.14 POLLUTION CONTROL

- A. Contractor shall comply with Section 02270 "Environmental Specifications."

1.15 MONTHLY ESTIMATES AND PAYMENT TO CONTRACTOR

- A. Monthly payments under this contract shall be made for work completed through the payment date. The payment date shall be defined as the fourth Friday of each month, except in months containing five Fridays. In that event, the payment date shall be the fourth Friday of the month. A pay period shall be defined as time between consecutive payment dates. Exceptions may be made for special circumstances upon mutual agreement between the Owner and the Contractor.
- B. On or before the payment date of each month the Engineer will make an approximate estimate of the value of the work done and materials furnished in place on the work during the previous calendar month. The Engineer will include the cost value (including freight) of materials properly stored on the job site or within a thirty-mile radius of the job site.
- C. The Contractor shall furnish to the Engineer such detailed information as he may request to aid him as a guide in the preparation of monthly estimates. After each such estimate shall have been approved by the Owner, the Owner shall pay to the Contractor the amount of such estimated value of materials furnished and work done during said previous calendar month, less retainage as provided by state law. If the Owner shall at any time fail to make the Contractor a monthly estimate at the time herein specified, such failure shall not be held to vitiate or void the contract.

1.16 BASIS OF PAYMENT

- A. Payment shall be made in accordance with the bid items as set out in Section 01125 "Methods of Measurement and Payment."

1.17 CONNECTIONS TO EXISTING FACILITIES

- A. Unless otherwise specified or indicated, the Contractor shall make necessary connections to existing utilities such as water, sewer, telephone and electric. In each case, the Contractor shall receive permission from the Owner or the owning utility prior to undertaking connections. The Contractor shall protect facilities against deleterious substances and damage.
- B. Connections to existing facilities which are in service shall be thoroughly planned in advance, and all required equipment, materials and labor shall be on hand at the time of undertaking the connections. Work shall proceed continuously (around the clock) if necessary to complete connections in the minimum time. Operation of valves or other appurtenances on existing utilities, when required, shall be by or under the direct supervision of the owning utility.

1.18 TESTING

- A. The Contractor shall be responsible for and shall pay all costs associated with any inspection or testing required in connection with Owner's or Engineer's acceptance of materials or equipment incorporated in the work, as provided for in Article 13 of the General Conditions.
- B. The Contractor shall be responsible for furnishing to the Engineer materials and equipment manufacturers' duly sworn certificates of compliance with all requirements and provisions of applicable standards such as, but not limited to, AWWA, ASTM, ANSI, AASHTO, AHTD, or others for all materials and equipment delivered to this project.
- C. Specific requirements for testing and certificates of compliance are set forth in the Technical Specifications for each item of work.

## 1.19 PROTECTING AND REPLACING UTILITY SERVICES

- A. In some instances the pipe will be installed under, alongside and over existing utility services. The Contractor shall be responsible for locating and protecting or repairing and replacing such services.
- B. Arkansas One Call: Contractor shall abide by all provisions of Arkansas State Law, Chapter 271, "Arkansas Underground Facilities Damage Prevention Act," and any subsequent amendments to Chapter 271. Contractor shall be responsible for all white-lining of proposed excavation routes and for all notifications to Arkansas One Call Center for all locates needed prior to any excavation or demolition, in accordance with all provisions of Chapter 271. The Owner will not be liable for any damages, consequential or incidental, which may occur as a result of Contractor failing to abide by all the provisions of Chapter 271. Contractor shall be solely liable for any and all damages caused by Contractor, Contractor's subcontractors and/or Contractor's assigns to any utility systems.
- C. Where the Contractor cannot make adequate repairs to any utility damaged by the Contractor, the Contractor shall coordinate with the various utility companies to make repairs to all services, and such costs will be charged to the Contractor. The Contractor shall make arrangements for this service with the various utilities either before the bid is presented or before construction starts.
- D. Where the Drawings show a portion of the line to be laid adjacent to or under power lines, it shall be the responsibility of the Contractor to make any arrangements with the power company for stabilizing poles. It shall also be the responsibility of the Contractor to take whatever steps are necessary to provide for the safety of the workmen and equipment when working in the vicinity of these power lines.

## 1.20 ABBREVIATIONS AND SYMBOLS

- A. Abbreviations and symbols used in these Specifications are described in the Supplementary Conditions, Article SC-1.

## 1.21 CLEANUP

- A. During construction, the Contractor shall keep the construction area in a clean, neat and workmanlike condition at all times.
- B. Pipe, equipment, and all other material shall be stored and protected in an area away from the construction operations. As soon as practicable, the area around all structures shall be backfilled, and the entire area shall be maintained in a smooth condition at all times insofar as is practical.
- C. After construction work has been completed, the Contractor shall clean the entire area. Tops of structures, sidewalks, building walls (both exterior and interior), floors, equipment, and all painted and glass surfaces shall be cleaned of clay stain, mortar, or other materials, washing down with soap or other cleaning materials as required. Such touch-up work as required shall then be done to leave the area in a clean and neat condition.

1.22 CRITICAL PATH SCHEDULE

- A. The Contractor shall show various phases of work to be performed, submittals, materials and equipment orders, receipt of materials and equipment, manpower, skills, and equipment required, and completion dates of various phases of work to be performed for completion of the project.
- B. The Contractor shall submit an approvable critical path schedule at least ten days before submission of the first application for payment.
- C. Prior to preparation of the monthly partial payment estimate, the Contractor shall submit to the Engineer critical path progress status reports and revised schedules as required to show completion of the project within the agreed contract time set forth in the Contract Agreement.

1.23 SAFETY SYSTEMS

- A. Act 291 of the 1993 Arkansas General Assembly requires that whenever any agency of the state, county, municipality, or school district, or other local taxing unit or improvement district enters into a contract for public works improvements which involves any trench or excavation which equals or exceeds five (5) feet in depth, include in their specifications for the project the current edition of Occupational Safety and Health Administration Standard for Excavation and Trenches Safety System, 29 CFR 1926, Subpart P. This document is hereby incorporated into these Specifications by reference.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01110

## SECTION 01125 – METHODS OF MEASUREMENT AND PAYMENT

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Methods of measurement and payment as set out in the Specifications covering the various items of construction are hereby clarified and superseded as set out herein. Wherever they are not clarified or superseded herein, methods of payment as provided in the applicable section of the Specifications shall govern. Payment for all work under this contract shall be made at the unit and lump sum prices bid under the various items of the Bid as hereinafter set out.
1. Bid Item 1 – Protective Coating for Manholes. Payment for the application of the protective coating for manholes shall be made at the unit price as given in the Bid. The bid price shall include initial manhole cleaning, control of sewer flow and bypass pumping as necessary, application of the protective coating including cone, walls and bench, testing, ten-year warranty, and all other labor, materials, and equipment required to construct complete the protective coating.
  2. Bid Items 2 through 8 – Trenchless Rehabilitation by CIPP. Payment under these items shall be made at the various unit prices bid per linear foot supplied to and installed at the project site, and shall cover all labor, equipment, and materials employed to accomplish the work, complete in place, including all royalties, fees, and taxes chargeable to the Contractor for the work. Payment for this item shall include mobilization, cleaning and root removal, digital televising and inspection of the sanitary sewer main line, sanitary service line locating and testing, flow control, bypass pumping, sanitary service reconnection, and cleanup.
  3. Bid Item 9 – Trench and Excavation Safety System. Payment under this item shall be made in accordance with the lump sum price bid. The price bid shall be full compensation for trench or excavation safety system requirements in accordance with Act 291 of the 1993 Arkansas General Assembly. Payment under this item will not be made until project is completed, accepted, and the Contractor certifies that he has met all requirements as set out in said Act 291.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01125

## SECTION 01330 - SUBMITTALS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes procedure, instructions, requirements and additional information about informational and technical Submittals.

#### 1.2 GENERAL INFORMATION

##### A. Definitions:

1. Shop Drawings, product data, and Samples are parts of the Technical Submittals prepared by the Contractor, Subcontractor, manufacturer, or Supplier and submitted by the Contractor to the Engineer as a basis for approval of the use of Equipment and Materials proposed for incorporation in the Work or needed to describe installation, operation, maintenance, or technical properties.
  - a. Shop Drawings include custom-prepared data of all types including drawings, diagrams, performance curves, material schedules, templates, instructions, and similar information not in standard printed form applicable to other projects.
  - b. Product data includes standard printed information on materials, products, and systems; not custom-prepared for this Project, other than the designation of selections from available choices.
  - c. Samples include both fabricated and unfabricated physical examples of materials, products, and Work; both as complete units and as smaller portions of units of Work; either for limited visual inspection or (where indicated) for more detailed testing and analysis. Mock-ups are a special form of Samples which are too large to be handled in the specified manner for transmittal of Sample Submittals.
2. Informational Submittals are those technical reports, administrative Submittals, certificates, and guarantees not defined as Shop Drawings, product data, or Samples.
  - a. Technical reports include laboratory reports, tests, technical procedures, technical records, and Contractor's design analysis.
  - b. Administrative Submittals are those nontechnical Submittals required by the Contract Documents or deemed necessary for administrative records. These Submittals include maintenance agreements, Bonds, Project photographs, physical work records, statements of applicability, copies of industry standards, Project record data, security/protection/safety data, and similar type Submittals.
  - c. Certificates and guarantees are those Submittals on Equipment and Materials where a written certificate or guarantee from the manufacturer or Supplier is called for in the Specifications.
3. Refer to Articles 1.3 and 1.4 of this Part for detailed lists of documents and specific requirements.

##### B. Quality Requirements:

1. Submittals such as Shop Drawings and product data shall be of suitable quality for legibility and reproduction purposes. Every line, character, and letter shall be clearly legible. Drawings such as reproducibles shall be useable for further reproduction to yield a legible hard copy.

2. Documents submitted to Engineer that do not conform to specified requirements shall be subject to rejection. Contractor shall resubmit conforming documents. If conforming Submittals cannot be obtained, such documents shall be retraced, redrawn, or photographically restored as may be necessary to meet such requirements. Contractor's (or his Subcontractor's) failure to initially satisfy the legibility quality requirements will not relieve Contractor (or his Subcontractors) from meeting the required schedule for Submittals.

C. Language and Dimensions:

1. All words and dimensional units shall be in the English language.
2. Metric dimensional unit equivalents may be stated in addition to the English units. However, English units of measurement shall prevail.

D. Submittal Completeness:

1. Submittals shall be complete with respect to dimensions, design criteria, materials of construction, and other information specified to enable Engineer to review the information effectively.
2. Where standard drawings are furnished which cover a number of variations of the general class of Equipment, each drawing shall be annotated to indicate exactly which parts of the drawing apply to the Equipment being furnished. Use hatch marks to indicate variations that do not apply to the Submittal. The use of "highlighting markers" will not be an acceptable means of annotating Submittals. Annotation shall also include proper identification of the Submittal permanently attached to the drawing.
3. Reproductions or copies of Contract Drawings or portions thereof will not be accepted as complete fabrication or erection drawings. Contractor may use a reproduction of Contract Drawings for erection drawings to indicate information on erection or to identify detail drawing references. Whenever the Drawings are revised to show this additional Contractor information, Engineer's title block shall be replaced with a Contractor's title block, and Engineer's professional seal shall be removed from the drawing. The Contractor shall revise these erection drawings for subsequent Engineer revisions to the Contract Drawings.

### 1.3 TECHNICAL SUBMITTALS

A. Items shall include, but not be limited to, the following:

1. Reference information shall include:
  - a. Specification Section name and number.
  - b. Structure number, identification number or other information identifying location of item submitted.
2. Manufacturer's technical specification.
3. Catalogs, or parts thereof, of manufactured Equipment.
4. Shop drawings detailing fabrication.
5. Data sheets showing model numbers.
6. General outline drawings of Equipment showing:
  - a. Overall dimensions in plan and elevation views.
  - b. Location of major components.
  - c. Material and weights of major components, including overall weight to be supported by structure.
  - d. Location(s) of required building opening(s) and floor plate(s).
7. Detailed Equipment installation drawings with suggested installation sequence showing:

- a. Dimensions in plan, elevation and section views.
  - b. Foundation details.
  - c. Anchor bolt size(s) and location(s).
  - d. Baseplate size(s).
  - e. Alignment and adjustment procedures.
  - f. Location, size, material and type of all connections to be made with item submitted.
  - g. Clearances required for:
    - 1) Erection
    - 2) Operation
    - 3) Disassembly for maintenance.
  8. Electrical data including:
    - a. Schematic diagrams for electrical items.
    - b. Motor size and description.
    - c. External connections with required loads.
    - d. Terminal block numbers.
    - e. Internal wiring diagrams.
    - f. One-line diagrams.
    - g. Control wiring diagrams.
  9. Delivery and storage recommendations. Specific recommendations for equipment not to be immediately installed.
  10. Recommended spare parts list specifically denoting long delivery items and all items convenient for stocking as optional replacement items.
  11. Instruction, Operation and Maintenance Manual.
  12. Detailed list of any exceptions taken to the requirements of the Technical Specification. Include proposed alternative with reason stated for exception.
  13. Certification that the submitted material describes exactly the equipment to be provided. Substitutions of equipment subsequent to submittal approval will not be accepted.
- B. Instruction, Operation and Maintenance Manual: Equipment instruction books, operation and maintenance manuals prepared by the manufacturer shall include the following prepared specifically for this project rather than general instructions that are not designed for this project. Manuals shall be in addition to any instructions or parts lists packed with or attached to the equipment when delivered, or which may be required by the Contractor. Manuals shall include but not be limited to the following:
1. Equipment performance sheets.
  2. Performance data including equipment function, normal operating characteristics, and limiting conditions.
  3. Performance tests on equipment by manufacturers.
  4. Descriptive literature including cut sheet for all equipment items purchased from sub-vendors.
  5. Operating instructions including procedures for:
    - a. Startup.
    - b. Routine and normal operation and maintenance.
      - 1) Lubrication procedures with recommended grades of lubricants (if required).
    - c. Regulation and control.
    - d. Trouble shooting.
    - e. Replacing improperly functioning components subjected to wear.
    - f. Normal and emergency shutdown.
  6. Parts list, including predicted life of parts subjected to wear.



7. All drawings, catalogs or parts thereof, manufacturer's specifications and data, samples, instructions, and other information specified or necessary:
  - a. For Engineer to determine that the Equipment and Materials conform with the design concept and comply with the intent of the Contract Documents.
  - b. For the proper erection, installation, operation, and maintenance of the Equipment and Materials which Engineer will review for general content but not for basic details.
  - c. For Engineer to determine what supports, anchorages, structural details, connections, and services are required for the Equipment and Materials, and the effects on contiguous or related structures and Equipment and Materials.
8. Warranties and guarantees.
9. Customer contact list with a minimum of 10 contacts from similar sized installations.
10. Contact name and telephone number for each installation
11. Address and contact information of nearest manufacturer-authorized service facility.
12. Information listed above shall be bound into hard-back three-ring binders of Bok-Hinge Split Prong Binder or McBee Swing Hinge type. Manuals shall be temporarily bound in heavy paper covers bearing suitable identification.
  - a. A table of contents and index shall be furnished for all volumes containing data for three or more items of equipment.
  - b. Sheet size shall be 8-1/2 x 11 inches with standard three hole punching. All material shall be printed on heavy, first quality (minimum 20 pound) paper. Drawings and diagrams shall be reduced to 8-1/2 x 11 inches or 11 x 17 inches.
    - 1) Where reduction of drawings and figures is not practicable, larger drawings shall be folded separately and placed in envelopes, which are bound into the manuals. Each envelope shall bear suitable identification on the outside.
  - c. Binder color shall be black. Material shall be organized with tabs for ease of use. Capacity shall be a minimum of 1-1/2-inches, but sufficient to contain and use sheets with ease.
    - 1) Provide with following accessories:
      - a) Label holder.
      - b) Business card holder.
      - c) Sheetlifters.
      - d) Horizontal pockets.
    - 2) The following information shall be imprinted, inserted or affixed by label on the binder front cover:
      - a) Equipment name.
      - b) Manufacturer's name.
      - c) Project name.
      - d) Contract name and number.
    - 3) The following information shall be imprinted, inserted, or affixed by label on the binder spine:
      - a) Equipment name.
      - b) Manufacturer's name.
      - c) Volume number (if applicable).
  13. In addition to hard copies of instruction, operation, and maintenance manuals, digital copies, in PDF format, consisting of instruction, operation, and maintenance manuals as described above, shall be furnished.

C. Samples:

1. Office Samples shall be of sufficient size and quantity to clearly illustrate the following:

- a. Functional characteristics of the product, with integrally related parts and attachment devices.
- b. Full range of color, texture, and pattern.
- 2. Field Samples and Mock-ups:
  - a. Contractor shall erect field Samples and mock-ups at the Project Site and at a location acceptable to Engineer.
  - b. Size or area shall be as specified in the respective Specification Section.
  - c. Fabricate each Sample and mock-up complete and finished.
  - d. Remove mock-ups at conclusion of Work or when acceptable to the Engineer if not a permanent part of construction.

D. Schedule of Submittals:

- 1. Prepare for Engineer's concurrence, a schedule for submission of all Submittals specified or necessary for Engineer's approval of the use of Equipment and Materials proposed for incorporation in the Work or needed for proper installation, operation, or maintenance. Submit the schedule with the procurement schedule and construction progress schedule. Schedule submission of all Submittals to permit review, fabrication, and delivery in time so as to not cause a delay in the Work of Contractor or his Subcontractors or any other contractors as described herein.
- 2. In establishing schedule for Submittals, allow 22 days after submittal to Engineer for reviewing original Submittals and 17 days after submittal to Engineer for reviewing resubmittals.
- 3. The schedule shall indicate the anticipated dates of original submission for each item and Engineer's approval thereof, and shall be based upon at least one resubmission of each item.
- 4. Schedule all Submittals required prior to fabrication or manufacture for submission within 90 days of the Notice to Proceed. Schedule Submittals pertaining to storage, installation, and operation at the Site for Engineer's approval prior to delivery of the Equipment and Materials.
- 5. Resubmit Submittals the number of times required for Engineer's "Submittal Approved." However, any need for resubmittals in excess of the number set forth in the accepted schedule, or any other delay in obtaining approval of Submittals, will not be grounds for extension of the Contract Times, provided Engineer completes his reviews within the times specified.

E. Transmittal of Submittals:

- 1. All Submittals for Equipment and Materials furnished by Contractor, Subcontractors, manufacturers, and Suppliers shall be submitted to Engineer by Contractor.
- 2. After checking and verifying all field measurements, transmit all Submittals to Engineer for approval as follows:
  - a. Submittal Information Block:
    - 1) Affix to all paper copies whether Submittal is prepared by Contractor, Subcontractor, or Supplier. Use transparent decal type Submittal Information Blocks for Shop Drawings and use gummed paper type for product data Submittals.
    - 2) An example of the Submittal Information Block is included as an appendix to this Section.
- 3. Mark each Submittal by Project name and number, Contract title and number, and the applicable Specification Section and Article number. Include in the letter of transmittal the Drawing number and title, sheet number (if applicable), revision number, and

electronic filename (if applicable). Unidentified Submittals will be returned for proper identification.

4. Check and include Contractor's approval for Submittals of Subcontractors, Suppliers, and manufacturers prior to transmitting to Engineer. Contractor's approval shall constitute a representation to Owner and Engineer that Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, or Contractor assumes full responsibility for doing so, and that Contractor has coordinated each Submittal with the requirements of the Work and the Contract Documents.
  - a. At the time of each submission, call to the attention of Engineer in the letter of transmittal any deviations from the requirements of the Contract Documents.
  - b. Make all modifications noted or indicated by Engineer and return revised Submittals until approved. Direct specific attention in writing, or on revised Submittals, to changes other than the modifications called for by Engineer on previous Submittals. After paper copy Submittals have been approved, submit copies thereof for final distribution. Previously approved Submittals transmitted for final distribution will not be further reviewed and are not to be revised. If errors are discovered during manufacture or fabrication, correct the Submittal and resubmit for review.
  - c. Following completion of the Work and prior to final payment, furnish record documents and approved Samples and Shop Drawings necessary to indicate "as constructed" conditions, including field modifications, in the number of copies specified. Furnish additional copies for insertion in Equipment instruction books and operating manuals as required. All such copies shall be clearly marked "PROJECT RECORD."
  - d. Keep a copy or sample of each Submittal in good order at the Site.
5. Quantity Requirements:
  - a. Except as otherwise specified, transmit all Shop Drawings in the following quantities:
    - 1) Initial Submittal: Paper – 6 copies to Engineer. 3 copies will be returned to Contractor.
    - 2) Resubmittals: Paper – 6 copies to Engineer. 3 copies will be returned to Contractor.
    - 3) Submittal for final distribution: Paper – 3 copies plus the number required by Contractor, to Engineer.
    - 4) As-constructed documents: Paper – 3 copies to Engineer.
  - b. Transmit Submittals of product data as follows:
    - 1) Initial Submittal: Paper – 6 copies to Engineer. 3 copies will be returned to Contractor.
    - 2) Resubmittals: Paper – 6 copies to Engineer. 3 copies will be returned to Contractor.
    - 3) Submittal for final distribution: Paper – 3 copies plus the number of copies required by Contractor, to Engineer.
  - c. Transmit Submittals of Material Samples, color charts, and similar items as follows:
    - 1) Initial Submittal – 5 to Engineer.
    - 2) Resubmittal – 5 to Engineer.
    - 3) Upon approval, – 2 Samples will be returned to Contractor.
  - d. Transmit Submittals of Equipment instruction books and operating manuals as follows:

- 1) Initial Submittal: Paper – 5 copies to Engineer. One copy will be returned to Contractor.
  - 2) Resubmittals: Paper – 5 copies to Engineer. One copy will be returned to Contractor.
  - 3) Submittal for Final Distribution – 4 paper copies to Engineer. Digital – 2 copies to Engineer.
- e. Transmit Submittals for reference only: Paper – 4 copies to Engineer.
  - f. Owner may copy and use for internal operations and staff training purposes any and all document Submittals required by this Contract and approved for final distribution, whether or not such documents are copyrighted, at no additional cost to Owner. If permission to copy any such Submittal for the purposes stated is unreasonably withheld from Owner by Contractor or any Subcontractor, manufacturer, or Supplier, Contractor shall provide to Engineer 30 copies plus the number of copies required by Contractor at each final distribution issue.
6. Equipment erection drawings and other Submittals required for the installation of Equipment furnished by others under separate contract for installation under this Contract will be transmitted to Contractor by Engineer in the final distribution of such Submittals.
  7. Information to Manufacturer's District Office: Contractor shall arrange for manufacturers and Suppliers of Equipment and Materials to furnish copies of all agreements, drawings, specifications, operating instructions, correspondence, and other matters associated with this Contract to the manufacturer's district office servicing the Owner. Insofar as practicable, all business matters relative to Equipment and Materials included in this Contract shall be conducted through such local district offices.

F. Engineer's Review:

1. Engineer will review and return Submittals to Contractor with appropriate notations. Instruction books and similar Submittals will be reviewed by Engineer for general content but not for basic details.
2. Work requiring a Submittal shall not be commenced or shipped until the Submittal has been marked "No Exceptions Taken" or "Make Corrections Noted" by Engineer.
3. Engineer's acceptance of Submittals will not relieve Contractor from Contractor's responsibility as stated in the GENERAL CONDITIONS.

G. Submittal Action Stamp: Engineer's review action will appear on all submittals of Contractor when returned by Engineer to Contractor. Review status designations listed on Submittal Action Stamp are defined as follows:

1. No Exceptions Taken: Signifies equipment or material represented by the submittal conforms with the design concept and complies with the intent of the Contract Documents and is accepted for incorporation in the Work. Contractor is to proceed with fabrication or procurement of the items and with related work.
2. Make Corrections Noted: Signifies equipment or material represented by the submittal conforms with the design concept and complies with the intent of the Contract Documents and is accepted for incorporation in the Work. Contractor is to proceed with fabrication or procurement of the items and with related work in accordance with Engineer's notations.
3. Amend and Resubmit: Signifies equipment or material represented by the submittal appears to conform with the design concept and complies with the intent of the Contract Documents, but information is either insufficient in detail or contains discrepancies which prevent Engineer from completing his review. Contractor is to resubmit revised information responsive to Engineer's annotations on the returned submittal or written in

the letter of transmittal. Fabrication or procurement of items represented by submittal and related work shall not proceed until the submittal is accepted.

4. Rejected – See Remarks: Signifies equipment or material represented by the submittal does not conform with the design concept or comply with the intent of the Contract Documents and is not accepted for incorporation in the Work. Contractor is to provide submittal responsive to the Contract Documents and to Engineer's notations. Fabrication or procurement of items represented by submittal and related work shall not proceed.

#### 1.4 INFORMATION SUBMITTALS

A. Informational Submittals are comprised of technical reports, administrative Submittals, and guarantees which relate to the Work, but do not require Engineer approval prior to proceeding with the Work. Informational Submittals include:

1. Welder qualification tests.
2. Welding procedure qualification tests.
3. X-ray and radiographic reports.
4. Hydrostatic testing of pipes.
5. Field test reports.
6. Concrete cylinder test reports.
7. ASME pressure vessel test reports.
8. Certification on Materials:
  - a. Steel mill tests.
  - b. Roofing lab tests.
  - c. Brick and concrete masonry unit lab tests.
  - d. Paint lab tests.
  - e. Metal paneling lab tests.
  - f. Cement tests.
9. Soil test reports.
10. Air handling balancing reports.
11. Temperature records.
12. Piping stress analysis.
13. Shipping or packing lists.
14. Job progress schedules.
15. Equipment and Material delivery schedules.
16. Progress photographs.
17. Warranties and guarantees.
18. Fire protection and hydraulic calculations.

B. Transmittal of Informational Submittals:

1. All informational Submittals furnished by Subcontractors, manufacturers, and Suppliers shall be submitted to Engineer by Contractor unless otherwise specified.
  - a. Identify each informational Submittal by Project name and number, Contract title and number, and the Specification Section and Article number marked thereon or in the letter of transmittal. Unidentifiable Submittals will be returned for proper identification.
  - b. At the time of each submission, call to the attention of Engineer in the letter of transmittal any deviations from the requirements of the Contract Documents.
2. Quantity Requirements:
  - a. Technical reports and administrative Submittals except as otherwise specified:
    - 1) Engineer: Three copies.

- b. Written Certificates and Guarantees:
  - 1) Engineer: 6 copies.
- 3. Test Reports:
  - a. Responsibilities of Contractor, Owner, and Engineer regarding tests and inspections of Equipment and Materials and completed Work are set forth elsewhere in these Contract Documents.
  - b. The party specified responsible for testing or inspection shall in each case, unless otherwise specified, arrange for the testing laboratory or reporting agency to distribute test reports as follows:
    - 1) Engineer: Two copies.
    - 2) Resident Project Representative: One copy.
    - 3) Contractor: Two copies.
    - 4) Manufacturer or Supplier: One copy.
- C. Engineer's Review:
  - 1. Engineer will review informational Submittals for indications of Work or Material deficiencies.
  - 2. Engineer will respond to Contractor on those informational Submittals which indicate Work or Material deficiency.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01330

## SECTION 01600 – EQUIPMENT AND MATERIALS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This section includes administrative and procedural requirements governing Contractor's selection of products for use in the Work.

#### 1.2 DEFINITIONS

- A. Definitions used in this Article are not intended to change the meaning of other terms used in these Contract Documents, such as "specialties," "systems," "structures," "finishes," "accessories," and similar terms. Such terms are self-explanatory and have well-recognized meanings in the construction industry.
  - 1. "Products" are items purchased for incorporation in the Work, whether purchased for the Work or taken from previously purchased stock. The term "product" includes the terms "Material," "Equipment," "system," and terms of similar intent.
    - a. "Named Products" are items identified by the manufacturer's product name, including make or model number or other designation, shown or listed in the manufacturer's published product literature, that is current as of the date of the Contract Documents.
  - 2. "Materials" are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
  - 3. "Equipment" is a product with operational or non-operational parts, whether motorized, or manually operated, that may require service connections, such as wiring or piping.

#### 1.3 SUBMITTALS

- A. Submittals for products are specified in Section 01330 and in applicable Sections of Divisions 2 through 16.

#### 1.4 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.
  - 1. When specified products are available only from sources that do not, or cannot, produce a quantity adequate to complete Project requirements in a timely manner, consult with Engineer to determine the most important product qualities before proceeding. Qualities may include attributes, such as visual appearance, strength, durability, or compatibility. When a determination has been made, select products from sources producing products that possess these qualities, to the fullest extent possible.
- B. Compatibility of Options: When the Contractor is given the option of selecting between 2 or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.
- C. Nameplates: Along with required labels and operating data, manufacturer or producer's nameplates, imprints, or trademarks may be placed on surfaces exposed to view.

1. Labels: Locate required product labels and stamps on concealed surfaces or, where required for observation after installation, on accessible surfaces that are not conspicuous.
2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated Equipment. Locate on an easily accessible surface that is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:
  - a. Name of product and manufacturer including address (and telephone number).
  - b. Model and serial number.
  - c. Capacity.
  - d. Speed.
  - e. Ratings.

## 1.5 TRANSPORTATION AND SHIPMENT

### A. Shipment Preparation:

1. Contractor shall require manufacturers and Suppliers to prepare products for shipment in a manner to facilitate unloading and handling, and to protect against damage, deterioration, or unnecessary exposure to the elements in transit and storage. Provisions for protection shall include the following:
  - a. Crates or other suitable packaging materials.
  - b. Covers and other means to prevent corrosion, moisture damage, mechanical injury, and accumulation of dirt in motors, electrical equipment, and machinery.
  - c. Suitable rust-preventive compound on exposed machined surfaces and unpainted iron and steel.
  - d. Grease packing or oil lubrication in all bearings and similar items.

- B. Marking: Each product item shall be tagged or marked as identified in the delivery schedule or on Submittals. Complete packing lists and bills of material shall be included with each shipment. Each piece of every item need not be marked separately, provided that all pieces of each item are packed or bundled together and the packages or bundles are properly tagged or marked.

## 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

### A. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.

1. Schedule delivery to avoid long-term storage at the Site and to prevent overcrowding of construction spaces. Allow ample time to avoid delay of the Work.
2. Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to the Site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected. Inspect shipment to assure:
  - a. Product complies with requirements of Contract Documents and reviewed Submittals.
  - b. Quantities are correct.
  - c. Containers and packages are intact and labels are legible.
  - d. Products are properly protected and undamaged.



5. Store products at the Site in a manner that will facilitate inspection and measurement of quantity or counting of units. Mark deliveries of component parts of Equipment to identify the Equipment, to permit easy accumulation of parts, and to facilitate inspection and measurement of quantity or counting of units.
6. Store heavy Materials away from the Project structure in a manner that will not endanger the supporting construction.
7. Protect exposed machined surfaces and unpainted iron and steel as necessary with suitable rust-preventive compounds.
8. Protect bearings and similar items with grease packing or oil lubrication.
9. Handle and store steel plate, sheet metal, and similar items in a manner to prevent deformation.
10. For storage of pipe and other products on easements and rights-of-way in residential and commercial areas, do not exceed the minimum required by scheduled laying operations, and conform to all requirements of public authorities. Store or place pipe along roads, set back from shoulder or curb, and at an angle tending to deflect vehicles if struck. Place or block pipe to preclude its accidental movement.
11. Store electrical equipment in accordance with Section 16050 of these Specifications.

B. Handling:

1. Provide equipment and personnel necessary to unload and handle products, by methods to prevent damage or soiling to products, or packaging.
2. Handle by methods to prevent bending or overstressing. Where lifting points are designated, lift components only at those points.
3. Provide additional protection to surrounding surfaces as necessary to prevent damage.

C. Maintenance of Storage:

1. Inspect stored products on a scheduled basis.
2. Verify that storage facilities comply with manufacturer's product storage requirements, including environmental conditions continually maintained.
3. Verify that surfaces of products exposed to elements are not adversely affected; that any weathering of finishes is acceptable under requirements of Contract Documents.
4. For mechanical and electrical Equipment in long-term storage, provide manufacturer's service instructions to accompany each item, with notice of enclosed instructions on exterior of package. Service Equipment on a regularly scheduled basis. Maintain stored products according to manufacturer's recommendations.

- D. Protection After Installation: Provide substantial coverings as necessary to protect installed products from damage from subsequent construction operations. Remove coverings when no longer needed or as specified.

## 1.7 EXISTING EQUIPMENT AND MATERIALS

- A. Products to be Reused: For Equipment and Materials specifically indicated or specified to be reused in the Work, use special care in removal, handling, storage, and reinstallation to assure proper function in the completed Work. Arrange for transportation, storage, and handling of products which require off-Site storage, restoration, or renovation and pay all costs for such Work. Contractor may at his option, furnish and install new items in lieu of those specified to be reused.

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise specified or indicated, new at the time of installation.
1. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and the intended use and effect.
  2. Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  3. Continued Availability: Where, because of the nature of its application, Owner is likely to need replacement parts or additional amounts of a product during the service life of the product, either for maintenance and repair or replacement, provide standard products for which the manufacturer has published assurances that the products and its parts are likely to be available to Owner during the service life of the product.
  4. Conform to applicable Specifications, codes, standards, and regulatory agencies.
  5. Comply with size, make, type, and quality specified, or as specifically approved in writing by Engineer.
  6. Manufactured and Fabricated Products:
    - a. Design, fabricate, and assemble in accordance with the best engineering and shop practices.
    - b. Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.
    - c. Equipment and Materials shall be suitable for service conditions intended.
    - d. Equipment capacities, sizes, and dimensions indicated or specified shall be adhered to unless variations are specifically approved in writing by Engineer.
  7. Do not use products for any purpose other than that for which designed.
  8. To the fullest extent possible, provide products of the same kind from a single source.

## PART 3 - EXECUTION

### 3.1 INSTALLATION OF PRODUCTS

- A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place except as required for proper movement and performance, and accurately located and aligned with other Work.
1. Obtain and distribute copies of manufacturer's printed instructions and recommendations if not a part of Submittals, containers, or packaging to parties involved in the installation, including a copy to Engineer and Resident Project Representative.
  2. Maintain one complete set of instructions at the Site during installation and until completion.
  3. Handle, install, connect, clean, condition, and adjust products in accordance with such instructions and in conformance with specified requirements. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Engineer for further instructions.
- B. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION 01600

## SECTION 02110 - CLEARING AND PROTECTION OF RIGHT-OF-WAY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section sets forth the materials and procedural requirements for clearing right-of-way. The Contractor shall confine construction activities to the right-of-way(s) obtained. All waste material and debris shall be disposed of in accordance with applicable federal, state, and local regulations, including construction dewatering.
- B. The majority of the work to be performed is on privately owned land and where the Utility has obtained easements.

### PART 2 - PRODUCTS (NOT USED)

### PART 3 - EXECUTION

#### 3.1 CLEARING AND GRUBBING

- A. The Contractor shall clear the right-of-way of brush and other debris and conduct such right-of-way construction as necessary to provide an adequate working area within the easement limits.
- B. In clearing the right-of-way, the Contractor shall remove only that vegetation, including trees, necessary for the progress of construction. If construction shall be in close proximity to such vegetation, particularly shade trees or other trees of significant value, the Contractor shall be expected to work without removing or damaging such vegetation. All shrubbery, small trees (less than four (4) inches in diameter measured 12 inches above the ground), and other landscaping items shall either be protected or replaced.
- C. All brush, timber, and other debris required to be removed shall be hauled from the site and disposed of by the Contractor in accordance with all federal, state, and local regulations. Burning of brush shall be permissible, provided that burning procedures shall be in full compliance with the provisions of all federal, state, and local agencies controlling and supervising these activities. Burning shall be conducted only when it does not jeopardize surrounding vegetation, right-of-way, and adjacent property.
- D. If any portion of the Work crosses off-site or private property where livestock are present, it shall be the responsibility of the Contractor to protect the livestock by means of temporary fencing and/or other provisions and measures as necessary.

- E. At the completion of grading work, all right-of-way shall be left in a neat and presentable condition that can be mowed where terrain permits.

### 3.2 UTILITIES

- A. The Contractor shall be responsible for the location of all existing utilities within the construction area and shall verify that these existing utilities have been disconnected and capped before commencing with right-of-way clearing. Procedures for uncovering existing utilities, utility crossings, proximity, and notification of intent to excavate near existing utilities as specified in these Specifications.

### 3.3 MISCELLANEOUS ITEMS

- A. Signs, mailboxes, posts, fences, and other obstructions may require removal and replacement within the right-of-way. Such items shall be removed and protected. Temporary replacements shall be provided as necessary until permanent installations are provided. After construction in the immediate vicinity is completed, any items damaged by the Contractor shall be restored to an equal or better condition than before the damage or otherwise replaced to the original condition as acceptable to the owner of the damaged item.
- B. Historic items, relics, and other similar items, including but not limited to cornerstones, commemorative plaques or tablets, antiques, and other items of interest or value that may be encountered during right-of-way clearing shall be carefully removed and salvaged in order to prevent damage.
- C. Fences: If the Drawings indicate it shall be necessary to cross a fence during the course of construction, the cutting and rebuilding or repairing of the fence shall be as set forth in these Specifications.

END OF SECTION 02110

## SECTION 02113 - SURFACE REMOVAL

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This section forth requirements for surface removal within lawns; gardens; mowed, cultivated, or other well-kept areas; fields, meadows, and other graded areas; wooded and rocky areas; or within the limits of paved or unpaved driving surfaces.
- B. This Specification shall not apply to state or interstate highways or driving surfaces within railroad right-of-ways unless otherwise directed.

### PART 2 - PRODUCTS (NOT USED)

### PART 3 - EXECUTION

#### 3.1 ALLOWABLE SURFACE REMOVAL

- A. In all areas that water lines, sewer lines, force mains, manholes, and other appurtenances shall be constructed, any paved or unpaved surfaces shall be removed prior to excavation. The allowable limits of surface removal shall be dependent upon the type of area through which construction proceeds as set forth below.
  - 1. Lawns, Gardens, and Other Well-Kept Areas: In these areas, the Contractor shall excavate the top six (6) inches of topsoil from the ditch line, or as otherwise necessary to provide adequate topsoil for the establishment of vegetation as set forth in the Cleanup, Seeding, and Sod section of these Specifications, and store such material along the ditch line to prevent mixing with the remaining excavation.
    - a. The width of allowable surface removal shall be the standard trench width, as defined in the appropriate section of these Specifications for water or sewer lines.
    - b. The length of ground cover removed for the installation of pipe, fittings, manholes, or other appurtenances shall be the linear dimension of such installation plus 12 inches on each side of the trench.
  - 2. Fields, Meadows, and Other Graded Areas: Surface removal in these areas shall be as set forth in the Lawns, Gardens, and Other Well-Kept Areas paragraph in this Section.
  - 3. Wooded and Rocky Areas: In wooded or rocky areas, the ground cover shall be removed as set forth in the Lawns, Gardens, and Other Well-Kept Areas paragraph above, with the exception that the Contractor shall generally not be required to separate and store the top six (6) inches of topsoil along the ditch line. However, the Contractor shall be required to

store and replace topsoil as required to establish adequate vegetation in disturbed areas as set forth in the Cleanup, Seeding, and Sod section of these Specifications.

4. Driving Surfaces: Excavation within the limits of any driving surface, including paved and gravel streets, roads, driveways, and parking areas, shall be in accordance with the following Specifications.

- a. The Contractor shall remove any required pavement or road surface as a part of the trench excavation. The amount to be removed shall depend upon the width of trench specified and the type of pavement area to be removed for the installation of pipe, fittings, manholes, and other appurtenances. Driving surfaces shall be removed to the dimensions set forth on the Drawings, and in accordance with these Specifications.
- b. The Contractor shall use such methods as drilling, chipping, and sawing, to assure the pavement shall break along straight lines. The face of the remaining pavement shall be approximately vertical.

END OF SECTION 02113

## SECTION 02230 - SITE CLEARING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Protecting existing trees to remain, where indicated.
  - 2. Removing existing trees, shrubs, groundcovers, plants and grass.
  - 3. Clearing and grubbing.
  - 4. Stripping and stockpiling topsoil.
  - 5. Removing above- and below-grade site improvements.
  - 6. Disconnecting, capping or sealing, and abandoning site utilities in place or removing site utilities, as indicated.
  - 7. Temporary erosion and sedimentation control measures.
- B. Related Sections include the following:
  - 1. Division 2 Section "Environmental Specifications."

#### 1.3 DEFINITIONS

- A. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches (50 mm) in diameter; and free of subsoil and weeds, roots, toxic materials, or other nonsoil materials.
- B. Tree Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.

#### 1.4 MATERIAL OWNERSHIP

- A. Except for stripped topsoil or other materials indicated to remain Owner's property, cleared materials shall become Contractor's property and shall be either burned or removed from Project site. Before burning, obtain approval from authorities having jurisdiction.

## 1.5 SUBMITTALS

- A. Photographs or videotape, sufficiently detailed, of existing conditions of trees and plantings, adjoining construction, and site improvements that might be misconstrued as damage caused by site clearing.
- B. Record drawings identifying and accurately locating capped utilities and other subsurface structural, and electrical conditions.
- C. Copies of all applicable Federal, State and Local permits.

## 1.6 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner, authorities having jurisdiction, and Engineer.
  - 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- B. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- C. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- D. Do not commence site clearing operations until tree protection and temporary erosion and sedimentation control measures are in place.
- E. Do not commence site clearing operations until all applicable Federal, State and Local permits have been acquired.

## PART 2 - PRODUCTS (NOT USED)

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly flag trees and vegetation to remain or to be relocated.
- C. Protect existing site improvements to remain from damage during construction.
  - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

### 3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL



- A. Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to Division 2 Section 02270 "Environmental Specifications" and all applicable Federal, State and Local requirements.
- B. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
- C. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

### 3.3 TREE PROTECTION

- A. Erect and maintain temporary fencing around tree protection zones before starting site clearing. Remove fence when construction is complete.

### 3.4 UTILITIES

- A. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.
  - 1. Arrange with utility companies to shut off indicated utilities.
- B. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify Engineer not less than two days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Engineer's written permission.
- C. Excavate for and remove underground utilities indicated to be removed.

### 3.5 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction.
  - 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
  - 2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
  - 3. Grub stumps and remove roots, obstructions, and debris extending to a depth of 18 inches (450 mm) below exposed subgrade.
  - 4. Use only hand methods for grubbing within tree protection zone.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
  - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches (200 mm), and compact each layer to a density equal to adjacent original ground.

### 3.6 TOPSOIL STRIPPING

- A. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.

1. Remove subsoil and nonsoil materials from topsoil, including trash, debris, weeds, roots, and other waste materials.
- B. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust. Comply with Division 1 requirements and as follows:
  1. Limit height of topsoil stockpiles if required by any permit.
  2. Do not stockpile topsoil within tree protection zones.
  3. Dispose of excess topsoil as specified for waste material disposal.

### 3.7 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
  1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut length of existing pavement to remain before removing existing pavement. Saw-cut faces vertically.
  2. Paint cut ends of steel reinforcement in concrete to remain to prevent corrosion.

### 3.8 DISPOSAL

- A. Disposal: Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and either burn or legally dispose of them off Owner's property. Before burning, obtain approval from authorities having jurisdiction.
- B. Disposal shall comply with all applicable Federal, State and local requirements.

END OF SECTION 02230

## SECTION 02240 - DEWATERING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes construction dewatering.

#### 1.3 PERFORMANCE REQUIREMENTS

- A. Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control ground-water flow into excavations and permit construction to proceed on dry, stable subgrades.
  1. Maintain dewatering operations to ensure erosion control, stability of excavations and constructed slopes, that excavation does not flood, and that damage to subgrades and permanent structures is prevented.
  2. Prevent surface water from entering excavations by grading, dikes, or other means.
  3. Accomplish dewatering without damaging existing buildings adjacent to excavation.
  4. Remove dewatering system if no longer needed.

#### 1.4 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with water disposal requirements of authorities having jurisdiction.
- B. Preinstallation Conference: Conduct conference at Project site.

#### 1.5 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Engineer and then only after arranging to provide temporary utility services according to requirements indicated.
- B. Survey adjacent structures and improvements, employing a qualified professional engineer or land surveyor, establishing exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.
  1. During dewatering, regularly re-survey benchmarks, maintaining an accurate log of surveyed elevations for comparison with original elevations. Promptly notify Engineer if changes in elevations occur or if cracks, sags, or other damage is evident in adjacent construction.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations.
  - 1. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, and from flooding site and surrounding area.
  - 2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.
- B. Install dewatering system to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

### 3.2 INSTALLATION

- A. Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal, and surface-water controls.
- B. Before excavating below ground-water level, place system into operation to lower water to specified levels. Operate system continuously until drains, sewers, and structures have been constructed and fill materials have been placed, or until dewatering is no longer required.
- C. Provide an adequate system to lower and control ground water to permit excavation, construction of structures, and placement of fill materials on dry subgrades. Install sufficient dewatering equipment to drain water-bearing strata above and below bottom of foundations, drains, sewers, and other excavations.
  - 1. Do not permit open-sump pumping that leads to loss of fines, soil piping, subgrade softening, and slope instability.
- D. Reduce hydrostatic head in water-bearing strata below subgrade elevations of foundations, drains, sewers, and other excavations.
- E. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water in a manner that avoids inconvenience to others. Provide sumps, sedimentation tanks, and other flow-control devices as required by authorities having jurisdiction.
  - 1. Comply with Division 2 Section "Environmental Specifications."

- F. Provide standby equipment on-site, installed and available for immediate operation, to maintain dewatering on continuous basis if any part of system becomes inadequate or fails. If dewatering requirements are not satisfied due to inadequacy or failure of dewatering system, restore damaged structures and foundation soils at no additional expense to Owner.
  - 1. Remove dewatering system from Project site on completion of dewatering. Plug or fill well holes with sand or cut off and cap wells a minimum of 36 inches (900 mm) below overlying construction.
  
- G. Damages: Promptly repair damages to adjacent facilities caused by dewatering operations.

END OF SECTION 02240

## SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS

### PART 1 – GENERAL

#### 1.1 Introduction

A. The purpose of Section 02270 Environmental Specifications is:

- 1) To identify the environmental regulatory requirements with which the Project OWNER must comply,
- 2) To identify the CONTRACTOR'S responsibilities related to compliance with OWNER'S environmental regulatory permits,
- 3) To provide specifications for CONTRACTOR'S implementation of Best Management Practices (BMPs) during construction activities, (including, but not limited to, sediment and erosion control structures) and achievement of final stabilization upon completion of construction activities,
- 4) To provide specifications for minimizing adverse impacts to the environment during CONTRACTOR'S construction activities, as a part of the terms and conditions of the Agreement between OWNER and CONTRACTOR.

B. Definitions:

- 1) ENVIRONMENTAL CONSULTANT is a subconsultant of ENGINEER. In all instances where notifications, submittals, or consultations with ENVIRONMENTAL CONSULTANT are required per these Specifications, the ENGINEER shall also be notified.

C. The following resources and regulatory references are available for the CONTRACTOR to use, to understand, and to implement for compliance with environmental regulatory requirements. The Section 02270 Environmental Specifications refer to each of these documents, which are, therefore, part of the Contract Specifications by reference. The CONTRACTOR shall be familiar with the content of each document and shall implement applicable requirements in all Work that CONTRACTOR performs for OWNER:

- 1) Arkansas Department of Environmental Quality (ADEQ) General Stormwater Permit for Construction Activity (ARR150000);
- 2) Stormwater Pollution Prevention Plan (SWPPP) – As required by ADEQ NPDES General Stormwater Permit for Construction Activity (ARR150000);
- 3) U.S. Army Corps of Engineers (COE) Section 404 Permit;
- 4) ADEQ 401 Water Quality Certification;
- 5) Short Term Activity Authorization for unavoidable impacts to "waters of the State" issued by ADEQ;
- 6) Cave System Contingency Plan – U.S. Fish and Wildlife Service (USFWS) Recommendations for Cave Protection;

## **SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)**

- 7) Title 40 of the Code of Federal Regulations, Part 112 requirements for implementation of a Spill Prevention Control and Countermeasures Plan (SPCCP), as required by USEPA;
  - 8) EPA's list of Reportable Quantities of Hazardous Substances, found at 40 CFR 302.4, and the reporting requirements for releases at, or in excess of, the reportable quantities;
  - 9) Project Comprehensive Best Management Practices Plan (CBMPP);
  - 10) This Section 02270 Environmental Specifications;
  - 11) Any other state or local sediment and erosion control plans that have been developed are enforceable by the general stormwater permit and are required to be implemented by CONTRACTOR. This applies only to site-specific state or local permits or plans;
  - 12) Copies of, and/or applicable references to, these documents are contained within the CBMPP.
  - 13) In reference to the above-listed documents, the ADEQ permit, COE permit, EPA regulatory requirements, and USFWS recommendations take precedence. Section 02270 takes precedence over the CBMPP. However, where the CBMPP contains more detail on a subject than Section 02270, the additional details prevail, as appropriate. If specifications in the documents conflict, the most restrictive requirement shall prevail.
- D. The ADEQ has adopted the EPA stormwater regulations at 40 CFR 122.26 that require National Pollutant Discharge Elimination System (NPDES) permits for stormwater discharges from construction activities, and developed the Arkansas General Permit ARR150000 pertaining to stormwater discharges associated with construction activities. The permitting requirement applies to sites where construction activities began after October 1, 1992, and result in a surface disturbance that exceeds one acre. As a requirement of the general permit, controls to reduce pollutant loading in stormwater shall be developed and implemented for regulated construction activities. The anticipated area of disturbance for the facility is approximately three and one half (3.5) acres. Therefore, the project meets the definition of a "small" construction site and submittal of a Notice of Intent (NOI) for authorization under the ADEQ general stormwater permit for construction activities is not required.
- E. CONTRACTOR shall be responsible for compliance with the Arkansas general stormwater permit ARR150000 that became effective on November 1, 2011 which has the addition of narrative Effluent Limitation Guidelines (ELG) based on Federal requirements identified in 40 CFR Part 450 Subpart B, that include new requirements for the following:
- 1) Erosion and Sediment Controls.
  - 2) Soil Stabilization.
  - 3) Dewatering.
  - 4) Pollution Prevention Measures.
  - 5) Prohibited Discharges.

## **SECTION 02270 - ENVIRONMENTAL SPECIFICATIONS (continued)**

- 6) Surface Outlets.
- F. CONTRACTOR shall be responsible for compliance with all applicable terms and conditions of Arkansas General Permit ARR150000 as it relates to their activities on the construction site, including protection of endangered species and implementation of BMPs and other controls required by the permit.
- G. Best Management Practices: By definition, Best Management Practices (BMPs) are schedules of activities, prohibition of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the State. BMPs also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. BMPs can be structural (such as a temporary retention pond) or non-structural (such as materials handling practices). All of the Regulatory References listed above, discuss various BMPs that are applicable to the OWNER. CONTRACTOR shall implement specified and required BMPs and strictly adhere to environmental regulatory requirements in all Work that CONTRACTOR performs for OWNER.
- H. For areas where construction will cross the streams and/or involve a discharge of fill material into "waters of the United States", authorization under the COE Section 404 Permit Program, as described in 33 CFR Appendix A to Part 330, has been issued to the OWNER.
- I. Water Quality Certification Conditions - As required by Section 401 of the Clean Water Act. Section 401 Water Quality Certification issued by the ADEQ requires the implementation of BMPs and all other reasonable measures during construction to minimize impacts to water quality via implementation of a BMP Plan.

### **PART 2 - PRODUCTS (NOT USED)**

### **PART 3 -- EXECUTION**

### **PART 4 - CONTRACTOR REQUIREMENTS**

#### **4.1 General Requirements**

- A. The CONTRACTOR shall be responsible for implementing all applicable requirements of the ADEQ General Stormwater Permit for Construction Activity (ARR150000), 401 Water Quality Certification, the COE Section 404 Permit, the ADEQ Short-Term Activity Authorization, the SPCCP, the USFWS recommendations for cave protection, local Municipal Separate Storm Sewer requirements, and all other environmental regulatory requirements that are associated with the construction activities that they are contracted to perform. The CONTRACTOR shall comply with all provisions set forth in the Environmental Specifications contained herein. Section 02270 Environmental Specifications refers to each of these documents, which are therefore, part of these specifications. CONTRACTOR is responsible for managing all materials, equipment,



**SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)**

and activities at the work site in a manner that is in compliance with local, State, and Federal environmental regulations.

- B. In the event of an environmental regulatory non-compliance incident(s) that results in a fine or penalty assessed against the OWNER, the CONTRACTOR shall be liable for payment of said fine(s) or penalties.
- C. Although these specifications provide environmental regulatory guidance, CONTRACTOR shall be responsible for selection, installation, implementation, and maintenance of structural and nonstructural BMPs at the construction site that minimize pollutants in stormwater discharges, as necessary to meet applicable water quality standards, and follow all other environmental regulatory requirements. Detailed specifications are provided for BMPs most commonly used. However, CONTRACTOR may use BMPs described in other guidance documents, as long as they are effective, compliant with environmental regulatory permits, and approved by ENVIRONMENTAL CONSULTANT.
- D. CONTRACTOR shall be aware of, and responsible for, compliance with the ADEQ General Stormwater Permit for Construction Activity (ARR150000), as applicable, that became effective on November 1, 2011. CONTRACTOR shall be responsible for becoming aware of requirements detailed in the general permit that are made available to the public on the ADEQ website at:  
  
[http://www.adeg.state.ar.us/water/branch\\_permits/general\\_permits/stormwater/construction/construction.htm](http://www.adeg.state.ar.us/water/branch_permits/general_permits/stormwater/construction/construction.htm)
- E. CONTRACTOR shall supervise, inspect, and direct the work necessary in a competent and efficient manner, devoting such attention thereto, and applying such skills and expertise as may be necessary to perform work to maintain compliance with environmental regulatory requirements. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequence, and procedures of sediment and erosion control measures.
- F. CONTRACTOR shall keep on the Work at all times during its progress, competent and suitably qualified personnel to perform the Work associated with environmental regulatory compliance, as required by the Contract Documents.
- G. Bid shall be lump sum price for sediment and erosion control and site restoration. Payment will be made upon completion of the work, all remedial measures and restorations have been accomplished, and the OWNER has determined that CONTRACTOR has met all environmental regulatory requirements, including achievement of final stabilization.

## **SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)**

### **4.2 Certifications**

- A. CONTRACTOR shall be responsible for implementing the project Stormwater Pollution Prevention Plan (SWPPP) as a part of the CBMPP. CONTRACTOR shall retain a copy of the CBMPP on-site from the time of project commencement to the date of final stabilization.
- B. For each measure identified in the plan, the SWPPP must clearly identify the contractor(s) that will implement the measure. If additional contractors are added to the project, then the list of contractors should be updated accordingly in the SWPPP.
- C. CONTRACTOR shall post the Notice of Coverage (NOC) at the construction site in a prominent place for public viewing (such as alongside a building permit) prior to commencing construction and the SWPPP must be available at the construction site prior to commencing construction.
- D. CONTRACTOR'S representative who will be responsible for site evaluations required by ADEQ general stormwater permit shall execute the following certification prior to conducting any site evaluation activities at the site:

*"I certify under penalty of law that documents and all attachments such as Inspection Forms were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."*

### **4.3 Construction Practices (Sediment and Erosion Controls)**

#### **4.3.1 General Sediment and Erosion Controls**

- A. The SWPPP contains detailed specifications for BMPs most commonly used. However, BMPs described in any of the other EPA-approved documents are available for CONTRACTOR'S use upon approval by ENVIRONMENTAL CONSULTANT. The structural sediment and erosion controls designated on Sediment and Erosion Control Plan (SECP) Sheets and/or Typical Drawings indicate the minimum sediment and erosion control structures that shall be initially implemented by CONTRACTOR. CONTRACTOR shall be aware of the dynamics of a construction project and shall implement additional sediment controls, erosion controls, and pollution prevention measures not indicated on SECP Sheets as necessary to maintain compliance with environmental regulatory requirements. CONTRACTOR shall be responsible for continually updating SECP Sheets to indicate current representation of controls implemented at the site.

**SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)**

B. CONTRACTOR shall be aware of the dynamics of sequencing a construction project and shall include the specific intended sequence of major construction activities, including staging and material laydown areas, construction entrances, etc., within the SWPPP. Each sequence or specified activity shall include any additional, or relocation of, BMPs, if applicable. CONTRACTOR shall maintain compliance with the ADEQ General Stormwater Permit for Construction Activities (ARR150000), which reads in part as follows:

- 1) *"For drainage locations serving less than 10 acres, sediment traps, silt fences, or equivalent sediment controls are required for all side slope and down slope boundaries of the construction area unless a sediment basin providing storage based on either the smaller of 3,600 cubic feet per acre, or a size based on the runoff volume of a 10-year, 24-hour storm is provided. (A rule of thumb is one square foot per acre for a spillway.) However, in order to protect the waters of the state, the Director, at his/her discretion, may require a sediment basin for any drainage areas draining to a common point."*
- 2) *"Velocity Dissipation Devices. Velocity dissipation devices must be placed at discharge locations, within concentrated flow areas serving two or more acres, and along the length of any outfall channel to provide a non-erosive flow velocity from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (i.e., no significant changes in the hydrological regime of the receiving water). Please note that the use of hay-bales is not recommended in areas of concentrated flow."*

C. CONTRACTOR shall have day-to-day control over construction activities and shall be responsible for implementing, adding, relocating, and/or maintaining erosion control structures and BMPs, as necessary, to maintain compliance with the ADEQ Stormwater Permit for Construction Activities (ARR150000), the CBMPP, the Section 404 permit, and the SPCCP applicable to the CONTRACTOR's work. This includes activities that are contracted by the CONTRACTOR to subcontractors.

D. Regarding the sequencing of sediment and erosion controls, CONTRACTOR shall install perimeter silt fences (and other necessary sediment and erosion control structures) after the clearing and grubbing necessary for installation of the measure, but before the clearing and grubbing for the remaining portions of the site. As various phases of construction take place, CONTRACTOR shall be responsible for maintaining necessary structural sediment and erosion controls from the time of initial surface disturbance until final stabilization has been achieved, and as specified in the ADEQ General Stormwater Permit for Construction Activities (ARR150000), which reads in part as follows:

- 1) *"Perimeter controls must be actively maintained until final stabilization of those portions of the site upward of the perimeter control. Temporary perimeter controls must be removed after final stabilization and properly disposed."*

**SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)**

- E. The CONTRACTOR shall follow all applicable State and/or local sanitary sewer, septic system, and waste disposal regulations. Open burning of refuse, trash, garbage, or other waste material is prohibited by Section 18.602 of the Arkansas Air Pollution Control Code (Regulation 18).
- F. The CONTRACTOR shall be responsible for ensuring that the following temporary and permanent measures for sediment and erosion control are used where practicable, and/or required:
- 1) At a minimum, silt fences or equivalent sediment controls shall be installed for all side slope and down slope boundaries of the construction area.
  - 2) Natural vegetation shall be preserved at vegetation buffer zones that may exist adjacent to areas of active construction, wherever possible.
  - 3) Check dams and/or silt fencing shall be anchored below ground surface at the foot of slopes.
  - 4) Earthen interceptor dikes on the upgradient side of all areas of construction shall be used to divert runoff flow away from the area of excavation/surface disturbance and into an area of natural vegetation, or have sediment control structures installed at the down slope end such as rock check dams, straw bales or silt fencing, wherever practicable.
  - 5) Periodic removal of trapped sediment shall be conducted to maintain the operating condition of structural controls. Structural controls shall be promptly repaired or restored as needed. Sediment collected in the various sediment control devices shall be removed when needed or as directed by ENVIRONMENTAL CONSULTANT. Sediment removed shall be deposited and stabilized and will normally be incorporated back into the final grade construction, or disposed offsite, as directed by ENVIRONMENTAL CONSULTANT.
  - 6) Vegetative buffer strips shall be maintained at the top and bottom of slopes outlining the area of construction or adjacent to streams. These zones may consist of planted vegetation or preserved existing vegetation. CONTRACTOR shall protect and maintain a minimum of twenty-five (25) feet of vegetative buffer zone, as measured from the top of the bank to the disturbed area, from any stream, with the exception of areas designated for construction activities.
  - 7) CONTRACTOR shall not clear, grub, or excavate more than 1,000 feet of linear path or more than 5 days of projected trenching/installation activity, unless otherwise approved by the OWNER. CONTRACTOR shall complete final surface restoration within two weeks of the installation or repair of the facilities or as directed. In no case shall the length between non-restored areas and the pipe laying operations exceed 2,000 feet unless otherwise approved by the OWNER.

**SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)**

- 8) The CONTRACTOR shall be responsible for achieving temporary soil stabilization and pollution prevention during the period of active construction and achieving final stabilization where construction activities have ceased.
- 9) Immediately upon completion of work in local areas, CONTRACTOR shall restore the project site to conditions equivalent to or better than those existing prior to starting construction unless otherwise required by these specifications, environmental regulatory permits and/or as shown on the Plans. Temporary and/or permanent stabilization at construction locations shall be done in a progressive manner. The CONTRACTOR shall comply with the requirement of the general stormwater permit that soil stabilization shall be initiated on disturbed areas as soon as practicable, but no more than 14 days after construction activity on a portion of the site has temporarily or permanently ceased, unless construction activity will resume within 21 days.
- 10) If CONTRACTOR violates any environmental regulatory requirement, or any other requirement of these specifications, and fails to properly maintain, install and/or construct erosion and sediment control measures, the OWNER may take, but is not limited to, one or more of the following actions:
  - a. Cessation of other project related work,
  - b. Withholding of CONTRACTOR payments,
  - c. Suspension of the Project,
  - d. Default of the Contract.
- 11) All work required due to a violation of environmental regulatory requirements, or other requirements of these specifications, which result from CONTRACTOR negligence, carelessness, or failure to perform work as scheduled, shall be performed by the CONTRACTOR at no cost to the OWNER.
- 12) If CONTRACTOR fails to restore the area within specified time periods, the OWNER shall reserve the right to secure a landscaping service to perform the work. The total cost of the restoration work shall be the responsibility of CONTRACTOR. OWNER reserves the right to require CONTRACTOR to cease construction activities should CONTRACTOR fail to follow progressive sequential stabilization activities, or fail to be in compliance with any environmental regulatory requirement.
- 13) CONTRACTOR shall be responsible for "final stabilization", as defined in the ADEQ General Stormwater Permit (ARR150000), meaning that all soil disturbing activities at the site have been completed and a uniform (e.g., evenly distributed, without large bare areas) *perennial* vegetative cover with a density of 80% of the native background vegetation cover for the area has been established on all unpaved areas and areas not covered by permanent structures, or equivalent permanent stabilization measures, have been employed. For example, if vegetative cover is 60% prior to construction, then 80% of the original 60% vegetation must be established to

## **SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)**

achieve final stabilization; therefore, in this hypothetical scenario there must be 48% vegetative ground cover established for final stabilization to be deemed achieved.

- 14) Discharges to waters for which there is a total maximum daily load (TMDL) allocation are not eligible for coverage under the Arkansas General Stormwater Permit unless a SWPPP has been developed and certified that is consistent with the assumptions and requirements in the approved TMDL. Consequently, if at any time during the course of the project, a TMDL is developed and approved for the receiving stream(s) the CONTRACTOR shall be responsible for implementation of additional BMPs, as determined necessary by the ADEQ, to meet the requirements of the TMDL.
- 15) As a protective measure, 401 Water Quality Certification has been issued by the ADEQ for the COE Section 404 Permit, as required by the Clean Water Act. If it is determined by the ADEQ at any time during the course of the project that the stormwater discharge from the site has caused or may cause an excursion above an applicable water quality standard, the CONTRACTOR shall be responsible for implementing additional BMPs determined necessary to maintain water quality standards within the streams where practicable.

### **4.3.2 Silt Fences**

- A. This item consists of placing and securing a geotextile fabric to an existing support system or constructing a self-supporting geotextile fence where shown on the plans or as directed by ENVIRONMENTAL CONSULTANT for the purposes of impeding the flow of water carrying silt toward existing streams and/or across adjacent property redirecting the flow of silt-laden water to a sediment basin; and/or routing clean water through the construction area.
- B. In areas where silt fencing is required, CONTRACTOR shall use the following installation specifications:
  - 1) CONTRACTOR shall use silt fence geotextile fabric in accordance with Section 625 of the Arkansas 2003 Standard Specifications for Highway Construction: Type 3 or Type 4. Only those fabric types specified for use as silt fence by the manufacturer shall be used. Supports for the fabric shall be of any material of sufficient strength and durability to support the fabric when loaded with silt for the entire time the barrier is needed for service. This may include, but not be restricted to, 2-inch diameter pine, 2-inch diameter oak, steel T-posts, or 1.33-lb/linear ft. steel as long as they have a minimum length of 4 feet.
  - 2) The fabric toe shall be buried to secure the base. Re-anchoring of the toe of the installed silt fence and re-securing the geotextile fabric to the supports shall be considered normal maintenance.

**SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)**

- 3) Fabric shall be stretched and securely fastened to the fence with wire fasteners, staples, or preformed clips.
- 4) Fabric shall be attached to “upgradient” side of posts to prevent stormwater flow from tearing fabric from posts.
- 5) All silt fences shall be installed at level grade following contours. Both ends of each fence section shall be extended at least 8 feet upslope at 45 degrees to the main fence alignment to allow for pooling of water and prevent stormwater runoff from flowing around end of silt fence.
- 6) Ends of a silt fence shall be tied into the landscape to prevent flow around the end of the fence before the pool reaches design level. CONTRACTOR shall provide stabilized outlets to protect the fence system and release storm flows that exceed the design storm. Splices shall be securely fastened. At fabric ends, both ends shall be overlapped a minimum of 6 inches, folded, and secured to the fence. The fabric toe should be placed in the bottom of the trench, backfilled, and compacted.
- 7) CONTRACTOR shall be responsible for maintenance of silt fences. Silt accumulations shall be removed before they reach 1/3 of the silt fence height. Silt fences shall be replaced, as necessary, should they fail to achieve adequate sedimentation control.
- 8) CONTRACTOR shall ensure that the depth of impounded water does not exceed 1.5 feet at any point along the silt fence.
- 9) The design life of a synthetic silt fence should be approximately 6 months.
- 10) The slope length is the distance from the fence to the drainage divide or the nearest upslope channel. The maximum slope length above silt fence shall not exceed the following dimensions:

Slope – Percent	Maximum Slope Length (ft) Above Fence	
	18-Inch High Fence	30-Inch High Fence
2 (or Less)	150	500
5	100	250
10	50	150
15	35	100
20	25	70
25	20	55
30	15	45
35	15	40
40	15	35
45	10	30
50	10	25

**SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)**

- 11) "Super" silt fence with chain-link fencing or 2-inch by 4-inch wire backing shall be used to control runoff from small disturbed areas where the maximum slope lengths for standard 18-inch or 30-inch silt fence cannot be met and sufficient room for construction of sediment traps or basins does not exist.
- 12) The maximum slope length above any "super" silt fence should not exceed the following dimensions:

Slope Percent	Maximum Slope Length (ft)
2 (or less)	1,000
5	500
10	300
20	200
30	100
40	75
50	50

- 13) "Super" silt fence shall not be used in areas where rock or rocky soils prevent the full and uniform anchoring of the fence or proper installation of the fence posts. It shall be used only where access exists or can be made for the construction equipment required to install and remove the fencing.
- 14) Wire reinforcement for "super" silt fence shall be a minimum 14 gauge and a maximum mesh spacing of 4 inches.
- 15) Poles for "super" silt fence shall be 2.5-inch diameter galvanized or aluminum posts, or 4 feet long steel "T-posts", set at 6-foot maximum spacing. Poles shall be driven a minimum 18-inches below the ground surface and extend a minimum of 30 inches above the ground surface.
- 16) The "super" silt fence shall be entrenched into an 8-inch deep trench and the disturbance on the downslope side shall be minimized. The bottom of the trench should be at level grade. Maximum deviation from level grade should be 5 percent, and not extend for more than 50 feet, where practicable.
- 17) "Super" silt fence shall be installed at level grade. Both ends of each fence section shall be extended at least 8 feet upslope at 45 degrees to the main fence alignment to allow for pooling of water.
- 18) Silt fence shall be installed so as to serve a 10-year peak storm event. A 10-year, 24-hour peak storm event equates to approximately 5 inches of rainfall, resulting in 2.3 inches to 4.9 inches of runoff.
- 19) Should silt fences fail from excessive stormwater flow, CONTRACTOR shall be responsible for installing additional rows of silt fence that follow the contours of slopes, and/or other structural controls necessary to prevent future silt fence failure.



## **SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)**

### **4.3.3 Straw Bale Check Dams**

- A. According to the EPA BMP Manual, the use of hay bales in concentrated flow areas is not recommended as a best management practice.
- B. CONTRACTOR shall use straw bale check dams only where the following conditions apply:
  - 1) Where contributing area is approximately 1/2 acre, or less.
  - 2) Where there is not concentration of water in a channel above the barrier.
  - 3) Where length of slope above the barrier is less than 100 feet.
  - 4) Where straw bales are used in conjunction with silt fence.
- C. Straw bales shall not be used on high silt producing areas, above high-risk areas, where water concentrates, or where there would be a possibility of a washout.
- D. Straw bales shall not be used in excess of a three-month time period. If construction continues beyond this time period, the existing straw bales shall be replaced with new bales.
- E. CONTRACTOR shall install straw bales to the following specifications:
  - 1) Anchors shall be No. 5 reinforcing bars, 2-inch x 2-inch oak stakes, or steel pickets.
  - 2) A trench shall be excavated along the areas where straw bales will be used to a depth of 4 inches and to the width of one straw bale. The straw bales then shall be placed in the trench with excavated material placed on upgradient side of the check dam and compacted.
  - 3) Straw bales shall be anchored with a minimum of two (2) stakes or rebars per bale, driven into the underlying soil, making sure that the binding wire or twine is facing the sides and not touching the soil. The first stake into each bale shall be driven toward the previously laid bale to force them together.
  - 4) Spacing between the bales shall be tightly chinked with loose straw and overlapped with an additional straw bale.
  - 5) Ends of a check dam shall be angled outward and upgradient to prevent flow around the end of the check dam before the pool reaches design level.
  - 6) After straw bales are in place the excavated soil shall be backfilled against the upslope side of the straw bales to a height of 4 inches after compacting.

## **SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)**

- 7) Straw bales shall be routinely inspected to determine if any repairs or replacements to the straw bales are needed. If it is determined that the straw bales need to be repaired or replaced, the work will occur immediately. Silt accumulations shall be removed before they reach  $\frac{1}{3}$  the barrier height.

### **4.3.4 Sand Bag Ditch Check**

- A. CONTRACTOR shall use sand bag ditch checks where shown on the plans or as directed by the ENVIRONMENTAL CONSULTANT.
- B. This item shall consist of preparing and placing sand bags in ditches, or as a perimeter barrier to sheet flow to impede run-off velocity of water and to prevent scouring and eroding of soil until permanent erosion control items can be placed.
- C. Sand for sand bags shall consist of a sandy type soil or clean sand that meets the approval of ENVIRONMENTAL CONSULTANT. Bags for sand shall be of a tightly woven burlap or other material that is sufficiently durable to remain intact for the time intended. The sacks shall be filled approximately  $\frac{3}{4}$  full, shall weigh a minimum of 55 pounds and shall be securely closed.
- D. Sand bags shall be placed in the ditches at locations shown on the plans or as directed by ENVIRONMENTAL CONSULTANT. They shall be laid in horizontal courses and successive courses shall break joints with preceding ones. The sacks shall be rammed and packed against each other and tamped on the surface to secure a uniform surface. The number of bags required and the arrangement at each installation will vary with on-site conditions. The overflow area in the center of the ditch check shall be constructed lower than the sides.
- E. Ends of a ditch check shall be angled outward and upgradient to prevent flow around the end of the check dam before the pool reaches design level.

### **4.3.5 Gravel Bag Barrier**

- A. CONTRACTOR shall use gravel bag barriers where shown on the plans or as directed by the ENVIRONMENTAL CONSULTANT.
- B. A gravel bag barrier consists of a single row of gravel bags that are installed end-to-end to form a barrier across a slope to intercept runoff, reduce its flow velocity, release the runoff as sheet flow, and provide some sediment removal. Gravel bag barriers can also be used where flows are moderately concentrated, such as ditches, swales, and storm drain inlets to divert and/or detain flows.
- C. Bags shall be woven polypropylene, polyethylene, or polyamide fabric, minimum unit weight 4 ounces per square yard; mullen burst strength exceeding 300 psi in conformance with the requirements in ASTM designation D3786; and ultraviolet stability exceeding 70 percent in conformance with the requirements in ASTM designation D4355.

## **SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)**

- D. Gravel fill material shall be between 0.4 and 0.8 inches in diameter and shall be clean and free from clay balls, organic matter, and other deleterious materials. Bags shall be filled approximately 2/3 full with gravel and shall be securely closed.
- E. When used as a linear control for sediment removal, bags shall be installed along a level contour with ends of gravel bag row turned up slope (j-hook style) to prevent flow around the ends. When used for concentrated flows bags shall be stacked to required height using a pyramid approach, the upper rows of gravel bags should overlap joints in lower rows. Gravel bag barriers shall be installed with a set-back of at least 3 feet from the toe of a slope to allow for cleaning out of accumulated sediment.
- F. Ends of barrier shall be angled outward and upgradient to prevent flow around the end of the check dam before the pool reaches design level.

### **4.3.6 Diversion Ditch**

- A. Where shown on the plans or as directed by the ENVIRONMENTAL CONSULTANT this item shall consist of excavating or grading for diversion ditches to control soil erosion at selected locations. Diversion ditches will generally be excavated above the back slopes of cuts, along the top of embankments, or across fore slopes and back slopes to divert the run-off to natural drainage channels, downslope protection locations, or sediment basins. Sediment laden water shall not be discharged directly into natural drainage channels.

### **4.3.7 Rock Ditch Checks**

- A. Where shown on the plans or as directed by the ENVIRONMENTAL CONSULTANT this item shall consist of constructing small dams across swales or ditches to slow concentrated storm water runoff to a non-erosive velocity. The overflow area in the center of the ditch check shall be constructed lower than the sides.

### **4.3.8 Wattles**

- A. Wattles are sediment and stormwater velocity control devices that are composed of tubes of straw, rice straw, or coconut husk encased in ultraviolet (UV) degradable plastic netting or 100% biodegradable burlap material. Wattles help stabilize slopes by breaking up the length, and by slowing and spreading overland water flow.
- B. Wattles may be suitable along the toe, top, face, and at grade breaks of exposed and erodible slopes to shorten slope length and spread runoff as sheet flow; at the end of a downward slope where it transitions to a steeper slope; along sidewalks and curbs to prevent sediment from washing into gutters; around storm drains and drop inlets; downslope of exposed soil areas; and around temporary material spoil and stockpiles, such as topsoil and for streambank (sensitive area) protection.
- C. CONTRACTOR shall install wattles to the following specifications:

**SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)**

- 1) Installation of wattles begins by constructing a shallow trench, 2 to 4 inches deep, and shaped to accept the wattle, along the contour of the slope. All debris (rocks and clods) that would prevent close contact between the wattle and soil should be removed. The wattle is placed in the trench, and excavated material from the trench is packed tightly along the base of the wattle, on the uphill side. The wattle should be secured with 1-inch by 1-inch wooden stakes or No. 5 rebar. The stakes should be placed at a 4-foot spacing and driven in perpendicular to the slope through the center of the wattle leaving less than 2 inches of stake exposed above the wattle. The terminating ends of each wattle installation should be turned uphill a minimum of 6 inches to prevent runoff from flowing around the ends of the wattle.
- 2) Flat ground application. Install along sidewalks and behind curbs, fitting tightly against the concrete before backfilling, then backfill the wattle to create a trench.
- 3) Storm drain inlet protection. Wattles placed along the back of curb should be offset, as required to go around structures such as curb intakes that project behind the back of curb. At these locations, the wattle should be placed behind the structure (not over it) and shaped to direct water around either side of the structure to prevent ponding. At area intake locations, a shallow trench should be constructed 1 to 2 feet away from the edge of the intake. The wattle should be placed in the trench and firmly staked in place.
- 4) For slope applications, wattles shall be installed on the contour from the bottom of the slope upward.
- 5) Wattles can be made from straw, rice straw, coconut husk, or other approved material. The netting consists of biodegradable burlap or high-density polyethylene and ethyl vinyl acetate containing ultraviolet inhibitors. Straw shall be Certified Weed Free Forage, by a manufacturer whose principle business is wattle manufacturing. Coir (coconut fiber) can be in bristle and mattress form, and should be obtained from freshwater cured coconut husk.
- 6) Wattles are available in a variety of diameters ranging from 9 inches to 20 inches. The most common sizes are 9 and 12-inch wattles. The allowable spacing for these diameters shall be, as follows:

Slope	Spacing Intervals (ft.)	
	9" Diameter	12" Diameter
<4:1	20	40
2:1 to 4:1	15	30
2:1 or greater	10	20

- 7) For soft, loamy soils, the spacing interval should be decreased. For hard, rocky soils, the spacing interval may be increased.
- 8) For highly erosive soils, and for slopes 2:1 or greater, an additional row of wooden

## **SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)**

stakes should be provided on the downhill side of the wattle.

- 9) CONTRACTOR shall maintain, repair, and/or replace split, torn, unraveling or slumping wattles. If the wattle is used as a sediment capture device, or as an erosion control device to maintain sheet flows, sediment that accumulates in the wattle must be periodically removed when accumulation reaches one-half the designated sediment storage depth (usually one-half the distance between the top of the fiber roll and the adjacent ground) in order to maintain effectiveness. If wattles are used for reduction of slope length, sediment removal should not be required as long as the system continues to control the grade. Additional sediment control practices are required to be used in conjunction with this type of application.

### **4.3.9 Pit/Trench Dewatering**

- A. The ADEQ General Permit strictly prohibits turbid discharges to surface waters of the state resulting from dewatering activities. Ground water dewatering which does not contain sediment or other pollutants is not required to be treated prior to discharge. However, care must be taken when discharging ground water to ensure that it does not become pollutant-laden by traversing over disturbed soils or other pollutant sources.
- B. Water removed from open pits and/or trenches shall have silt removed prior to leaving the immediate site of construction. Silt shall be removed by natural vegetation, a straw bale trench dewatering inlet device, settling pond, filter bag, a rock/geotextile fabric sediment trap/basin, or other appropriate sediment control measure. Water filtered through a basin shall not violate any water quality standard and shall have efficient sediment/silt removal prior to discharging to a waterbody.
- C. CONTRACTOR shall be responsible for providing adequate number of pumps for prompt and efficient dewatering. Ends of discharge hoses shall be provided with a flow dispersion device to prevent scouring of surface soils, and/or washout of stream banks. Discharges from dewatering activities shall not be conveyed into or upon any roadside ditch, curb and gutter, street or publicly used thoroughfare.
- D. The direct discharge of silty/muddy water to a stream is strictly prohibited.
- E. The direct discharge of silty/muddy water off of the project site is strictly prohibited.
- F. The direct discharge across areas of equipment access points and/or construction haul roads is strictly prohibited.
- G. CONTRACTOR is solely responsible for adequate maintenance of dewatering filtration and sedimentation structures to assure they are working in an efficient manner.
- H. CONTRACTOR shall install dewatering system to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

## **SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)**

- I. CONTRACTOR shall provide standby equipment on-site that is available for immediate operation, to maintain dewatering on continuous basis if any part of system becomes inadequate or fails. If dewatering requirements are not satisfied due to inadequacy or failure of dewatering system, CONTRACTOR, shall at CONTRACTOR'S expense, restore damaged structures and surface soils at no additional expense to OWNER.
- J. CONTRACTOR shall remove dewatering system from Project site on completion of dewatering and promptly repair damages to adjacent areas caused by dewatering operations within 3 business days of completion of dewatering activity.

### **4.3.10 Sediment Basins.**

- A. Sediment basins shall consist of excavating and grading a storage area to detain sediment-laden runoff from disturbed areas long enough to allow sediment to settle out. Sediment basins shall be placed at locations shown on the plans or as directed by the ENVIRONMENTAL CONSULTANT.
- B. Discharges from basins and impoundments shall utilize outlet structures that withdraw water from the surface, unless infeasible.
- C. The soil used in basin construction shall be compacted and stabilized. Dumped riprap and geotextile for a sediment basin with a spillway outlet shall be placed on the spillway as shown on the plans. For sediment basins with a pipe outlet, the rock filter material shall be placed around a perforated riser pipe that is connected with an elbow to a non-perforated corrugated metal pipe. Sufficient rock filter shall be used to cover the perforations and stabilize the riser. An anti-seep collar shall be installed.
- D. Sediment basins shall not be obliterated until final stabilization has been achieved. The soil used to create the basin, the sediment trapped in the basin, and the dumped riprap and rock filter for the outlet may be used to fill the basin; however, all fill material used shall be compacted and stabilized. The area shall be graded to conform to the adjacent contours, unless otherwise directed by the ENGINEER.

### **4.4 Narrative Effluent Limitations Guidelines (ELG)**

CONTRACTOR shall comply with the following narrative effluent limitations:

- A. Erosion and Sediment Controls. Install and maintain effective erosion controls and sediment controls to minimize the discharge of pollutants. At a minimum, such controls must be designed, installed and maintained to:
  - 1) Control stormwater volume and velocity within the site to minimize soil erosion;
  - 2) Control stormwater discharges, including both peak flow rates and total stormwater volume, to minimize erosion at outlets and to minimize downstream channel and streambank erosion;

**SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)**

- 3) Minimize the amount of soil exposed during construction activity;
  - 4) Minimize the disturbance of steep slopes;
  - 5) Minimize sediment discharges from the site. The design, installation and maintenance of erosion and sediment controls must address factors such as the amount, frequency, intensity and duration of precipitation, the nature of resulting stormwater runoff, and soil characteristics, including the range of soil particle sizes expected to be present on the site;
  - 6) Provide and maintain natural buffers around surface waters, direct stormwater to vegetated areas to increase sediment removal and maximize stormwater infiltration, unless infeasible; and
  - 7) Minimize soil compaction and, unless infeasible, preserve topsoil.
- B. Soil Stabilization. Stabilization of disturbed areas must, at a minimum, be initiated immediately whenever any clearing, grading, excavating or other earth disturbing activities have permanently ceased on any portion of the site, or temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days. Stabilization must be completed within a period of time determined by the permitting authority. In arid, semiarid, and drought stricken areas where initiating vegetative stabilization measures immediately is infeasible, alternative stabilization measures must be employed as specified by the permitting authority.
- C. Dewatering. Discharges from dewatering activities, including discharges from dewatering of trenches and excavations, are prohibited unless managed by appropriate controls.
- D. Pollution Prevention Measures. Design, install, implement, and maintain effective pollution prevention measures to minimize the discharge of pollutants. At a minimum, such measures must be designed, installed, implemented and maintained to:
- 1) Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge;
  - 2) Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste and other materials present on the site to precipitation and to stormwater; and
  - 3) Minimize the discharge of pollutants from spills and leaks and implement chemical spill and leak prevention and response procedures.
- E. Prohibited discharges. The following discharges are prohibited:
- 1) Wastewater from washout of concrete, unless managed by an appropriate control;

**SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)**

- 2) Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds, and other construction materials;
  - 3) Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance; and
  - 4) Soaps or solvents used in vehicle and equipment washing.
- F. Surface Outlets. When discharging from basins and impoundments, utilize outlet structures that withdraw water from the surface, unless infeasible.

**4.5 Other Controls**

- A. A dedicated concrete truck wash out area shall be maintained to include adequate containment to prevent runoff of concrete truck wash water. Concrete truck drivers shall be notified to use wash out area.
- B. CONTRACTOR shall follow the appropriate waste storage and disposal practices, as per applicable environmental regulatory requirements. Solid waste dumpsters/roll-offs, or other appropriate waste receptacles will be maintained and used at the site. Good housekeeping practices will preclude trash, construction wastes, and debris to be dumped or scattered on the construction site. There shall be no open burning of any waste material. No solid materials, including building materials, shall be discharged to waters of the State.
- C. No liquid waste chemicals, fuels, and/or oils are to be leaked or spilled on ground surfaces. Bulk storage of liquid chemical wastes will be provided with secondary containment with a capacity sufficient to contain the volume of the largest container within the secondary containment. All waste materials shall be stored in a manner to prevent releases and should be disposed of by a qualified waste disposal firm at an acceptable waste disposal facility. Records of the disposal of all solid, hazardous, non-hazardous, and liquid wastes are to be maintained within the SWPPP Volume II Recordkeeping Binder. CONTRACTOR shall notify the RESIDENT PROJECT OBSERVER of any spills or leaks that occur in spite of the preventive measures taken. CONTRACTOR will prepare a report of any spills or leaks in accordance with the reporting and recordkeeping measures described in the CBMPP. No contaminants from fuel storage areas, hazardous waste storage and truck wash areas shall be discharged to waters of the State. These areas should not be located near a water body, if there is a water body on or near the project.
- D. CONTRACTOR shall maintain compliance with applicable State and/or local sanitary sewer, septic system, and waste disposal regulations.
- E. CONTRACTOR shall be responsible for preventing or minimizing the discharge of hazardous substances or oil in the stormwater discharge(s) from the construction site. Where a release containing a hazardous substance or oil in an amount equal to or in



## SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)

excess of a reporting quantity established under either 40 CFR 110, 40 CFR 117, or 40 CFR 302, occurs during a 24-hour period, that requires notification to the National Response Center, CONTRACTOR shall be responsible for, at CONTRACTOR's expense, OWNER's submittal of specific information regarding the spill, date such release occurred, circumstances leading to the release, and any required modification of CBMPP.

- F. Used and/or waste oil generated from equipment maintenance is exempt from the hazardous waste rules, as long as it is transported offsite to be recycled/reused. CONTRACTOR shall be responsible for disposal of waste oils, fuels, and fluids at a recycling/reuse facility and shall provide written documentation of the final waste disposal method and facility location, including EPA identification number of transporter and disposal facility, to ENVIRONMENTAL CONSULTANT.
- G. Off-site vehicle tracking of sediments and the generation of dust must be minimized. Measures such as stone at construction access points, parking areas, and unpaved roads that carry significant amounts of traffic (e.g. more than 25 vehicles per day), providing entrance wash racks or stations for trucks, and/or street sweeping shall be implemented where appropriate. Application of water to construction haul roads should be done, as appropriate, to control dust generation. Application of excessive levels of water that create mud should be avoided.

### **4.6 Final Stabilization Requirements**

#### **4.6.1 General Requirements**

- A. CONTRACTOR shall be responsible for achieving temporary stabilization and final stabilization, as required by ADEQ General Stormwater Permit. Stabilization of disturbed areas must, at a minimum, be initiated immediately whenever any clearing, grading, excavating or other earth disturbing activities have permanently ceased on any portion of the site, or temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days.
- B. The ADEQ General Stormwater Permit for Construction Activities (ARR150000) requires the achievement of "final stabilization" for all regulated construction sites. The permit defines "final stabilization" as:

*All soil-disturbing activities at the site have been completed and either of the two following criteria is met:*

- 1) A uniform (e.g., evenly distributed, without large bare areas) **perennial** vegetative cover with a density of 80% of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures, or*
- 2) Equivalent permanent stabilization measures (such as the use of riprap, gabions, or*

## SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)

*geotextiles) have been employed.*

- C. The OWNER will determine when final stabilization has been achieved. The contract shall not be terminated until final stabilization is achieved.
- D. Upon final stabilization, all temporary structural controls shall be removed from the site. Trapped sediment and other disturbed areas resulting from the disposition of the structural controls shall be stabilized to prevent further erosion and sedimentation.
- E. After temporary structural controls have been removed, the affected areas shall be graded to conform to the adjacent contours, unless otherwise directed by the ENGINEER. Following this removal and grading, permanent stabilization shall be established in these areas.
- F. CONTRACTOR shall be responsible for all methods and means necessary to establish **perennial** vegetation required to achieve temporary stabilization and/or final stabilization. This shall include, but not be limited to:
  - 1) Provision of competent and knowledgeable personnel capable of preparing an adequate seedbed and applying fertilizer, soil amendments, and seed, as necessary, to establish temporary stabilization, and to establish perennial vegetative cover to achieve final stabilization;
  - 2) Preservation and/or importing of adequate topsoil capable of supporting perennial vegetation necessary to achieve permanent stabilization;
  - 3) CONTRACTOR shall apply seed mixture appropriate for the season and disturbed area.
  - 4) CONTRACTOR shall be responsible for labor, materials, tools and equipment, and related items required for preparing ground, providing for sowing of seeds and fertilizing, lime, mulching/top dressing, and other management practices required for sediment and erosion control, to achieve final stabilization required by the ADEQ General Stormwater Permit. CONTRACTOR shall be responsible for establishing **perennial** vegetation on all areas that will not be covered with impermeable surfaces (such as concrete, asphalt, rock).

### 4.6.2 Seedbed Preparation

- A. CONTRACTOR shall maintain finish grades on areas to be seeded in true and even condition without ruts or tracks. Seedbed cultivation shall be done to a state of good tilth so that soil particulates on the surface are small enough, and lie close enough together, to prevent seed from being covered too deep for optimum germination. Prior to seeding, area shall be cleared of surface stone, stumps, or other objects larger than 3 inches in thickness or diameter, and roots, brush, wire, grade stakes, and other objects that might be a hindrance to maintenance operations.

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- B. To enhance achievement of final stabilization, CONTRACTOR shall remove and stockpile existing 6-12 inches of topsoil in areas designated for construction of project for reapplication after site grading. If existing topsoil is not suitable, the CONTRACTOR shall be responsible for placement of imported topsoil. Imported topsoil shall be from naturally drained areas and be fertile, friable loam that is free of subsoil, stiff or lumpy clay, hard clods, hardpan, rocks, disintegrated debris, plants, roots and other materials that would be toxic to, or impair, plant growth.
- C. Topsoil stripped from within the project shall be moved to a designated area, or other approved locations, and stockpiled. Stockpiles shall be located so that they will not interfere with any proposed construction nor constitute drainage, traffic, or other hazards, either to the project, the general public, or adjacent property. Storage should be in such locations that will afford easy access for loading, hauling, and replacement. The stored topsoil shall be protected from contamination, and shall have sediment control measures installed to prevent silt runoff. The storage sites for topsoil shall be dressed to conform to the adjacent area after the storage piles have been removed.
- D. Finish grade topsoil shall be at a level that matches the conditions of the original undisturbed soil or finished grade and has the following characteristics:
1. Minimum depth of 4 inches
  2. pH from 6.0 to 7.0
  3. Minimum organic content of 4% dry weight
  4. Soluble salts < 500 ppm
- E. Fertilizers and/or lime shall be applied at appropriate agronomic rate. Representative soil test(s) shall be conducted in accordance with industry standards to determine pH, nitrogen (N), phosphorous (P), potassium (K) content prior to seeding application. CONTRACTOR shall submit soil test results to ENVIRONMENTAL CONSULTANT and recommended fertilizer and lime application rates at least one week prior to commencement of seeding.
- F. Fertilizer bags shall state the source or category from which the nitrogen is derived. Nitrogen fertilizers have two categories: Water Soluble Nitrogen (i.e., all nitrogen is immediately available); and Slowly Available Nitrogen (i.e., nitrogen is available over an extended period of time). The nitrogen source impacts how the grass is fertilized and the rate and timing of application of fertilizer. CONTRACTOR shall use a fertilizer that has no less than 50% Slowly Available Nitrogen (SAN) that has a delayed release of available nitrogen, thereby reducing both the potential of excess nutrients in runoff and the leaching potential of excess nutrients into groundwater.
- G. Lime shall be agricultural grade ground limestone or equivalent as approved by ENVIRONMENTAL CONSULTANT. Lime, at the rate determined by the lime requirement test, shall be uniformly spread on areas to be seeded prior to their being roughened or scarified. The seedbed shall be thoroughly pulverized by means of disk harrows or other approved methods, thoroughly mixing lime and soil to a depth of not less than 4" (100 mm) (2" [50 mm] for slopes 4:1 or steeper) below finish slope

## SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)

elevation. Regardless of the pulverizing method used, the soil shall be broken with the contour of the slope. Objectionable foreign matter shall be removed and the soil left in a suitable horticultural condition to receive the fertilizer and seed. Water may be applied before, during, and after seedbed preparation in order to maintain the desired moisture content in the soil.

- H. Fertilizer shall be uniformly incorporated into the soil alone or in conjunction with the required lime. If the CONTRACTOR so elects, the fertilizer may be drilled into the soil or combined with the seed in the hydro-seeding operation.
- I. CONTRACTOR shall schedule applications of fertilizer/lime at a time that considers season, following the general guidelines below:
  - 1) The earliest spring application of nitrogen for **cool season** grasses is six weeks prior to the last average frost date (i.e. Springdale 90% last frost date = April 25; six weeks prior = March 13).
  - 2) The latest fall application of nitrogen for **cool season** grasses is six weeks after the first average frost date (i.e. Springdale 90% first frost date = October 24; six weeks after = December 6).
  - 3) The earliest spring application of nitrogen for **warm season** grasses is the last average frost date for the region (i.e., Springdale 90% last frost date = April 25).
  - 4) The latest fall application of nitrogen for **warm season** grasses is 30 days prior to the average first frost date for the region (i.e. Springdale 90% first frost date = October 24; 30 days prior = September 24).
  - 5) If possible, lime should be applied three to six months before seeding perennial vegetation and incorporated within the top four inches of topsoil.
- J. **SEEDBED REPAIRS:** CONTRACTOR shall be responsible for ensuring that the soil seedbed is not blown, washed, or otherwise removed from the site. CONTRACTOR shall make repairs (including replacement of lost topsoil and/or mulch) to the seedbed preparation site in the event of heavy rain, wind, or other natural events that cause damage and prevent achievement of final stabilization. Should adequate vegetation growth not be achieved, the CONTRACTOR shall be responsible for additional reseeding, remulching, and/or seedbed preparation, as necessary. If unplanted skips are noted after germination, and/or adequate seeding is not achieved, CONTRACTOR shall be responsible for additional reseeding and/or seedbed preparation, as necessary. Before final acceptance, the CONTRACTOR shall repair or replace any seeding or mulching that is defective or damaged at no additional cost to OWNER.

### **4.6.3 Mulching**

- A. Mulch cover shall consist of the application of mulch to surface soils as a deterrent to soil erosion. Mulching shall be used in conjunction with both temporary and permanent seeding practices to enhance stabilization success by providing erosion protection prior to

## SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)

the onset of vegetative growth. Straw mulching shall be of oat, wheat, barley, or rice straw mulch. Hay mulch shall be free of Johnson grass or other noxious weeds and foreign materials. Mulch shall be stored in dry conditions prior to application and shall not be molded or rotted.

- B. In addition to mulching for temporary and permanent seeding, the application of mulch cover, without seeding, shall be done on areas that require erosion control for a short period of time; when erosion control is necessary during the midwinter season when seed will not germinate; or because of the nature of material used for surface grading.
- C. Mulching shall be spread in a uniform continuous blanket, at a rate of 1 to 3 tons per acre (air dried weight) or to a uniform 2-inch depth. Mulch shall be spread by hand or by an approved blower type mulch spreader. Care shall be taken to remove all wire and/or twine from baled hay/straw when the mulch is applied.
- D. When mulching is done in conjunction with seeding, the mulch shall be applied immediately after seeding and shall be spread uniformly over the entire area by approved power mulching equipment. CONTRACTOR may use hand methods to apply mulch cover to small or inaccessible areas.
- E. Immediately following or during the application of the mulch cover on seeded areas, the mulch shall be anchored by one of the following methods:
  - 1) Tracking or Roller Method. The mulch shall be effectively pressed into the soil using steel cleated track or cleated roller equipment. The anchoring shall be performed so that the grooves formed are perpendicular to the flow of water down back slopes and fore slopes. The equipment and method used shall produce acceptable results.
  - 2) Asphalt Tackifier. Asphalt shall be applied at the rate of approximately 0.05 gallon per square yard. Application shall be made using a pressure distributor to ensure constant and uniform distribution.
  - 3) Other Tackifiers. Other tackifiers may be applied according manufacturer's recommended rates, upon approval of ENGINEER. Tackifiers used in mulch anchoring shall be of such quality that the mulch cover will be bound together to form a cover mat that will stay intact under normal climatic conditions.
  - 4) If CONTRACTOR so elects, an approved mulching machine may be used whereby the application of mulch cover and tackifier may be combined into one operation. If this method is used, no change in application rates will be allowed. In its final position, the anchored mulch shall be loose enough to allow air to circulate, but compact enough to partially shade the ground and reduce the impact of rainfall on the surface of the soil. Care shall be taken to prevent tackifier materials from discoloring or marking structures, pavements, utilities, or other plant growth. Removal of any objectionable discoloration shall be at no cost to OWNER.

## **SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)**

- F. Where mulch is applied to unseeded areas, mulching shall be crimped into the soil to a depth of two to three inches to form a soil-binding mulch to prevent loss or bunching, as necessary, to hold mulch in place.
- G. Mulch Control Netting shall consist of furnishing and installing mulch control netting to be used over mulch cover in areas shown on the plans or designated by ENVIRONMENTAL CONSULTANT. This is not a substitute for mulch anchoring or mulch cover. It is to be used where additional or long-term control is needed for the mulch cover, and/or on slopes.
  - 1) Mulch control netting shall be installed over the mulch with the longitudinal length parallel to the slope. Adjacent netting widths shall be overlapped by not less than 4 inches. Remaining fabric areas shall be stretched, then secured by pinning to the ground with approximately 1 staple per square yard of area. Upslope ends, edges, bottom, and overlaps shall be stapled at 2-foot intervals.
  - 2) Mulch control netting shall be a uniformly extruded, rectangular, photodegradable plastic mesh with a minimum weight of 0.23 ounce per square yard and a maximum mesh opening of 2 inches x 2 inches.

### **4.6.4 Turf Reinforcement Mats and Erosion Control Blankets**

- A. Turf Reinforcement Mats (TRM) are typically a machine-produced mat of 100% UV-stabilized polypropylene fiber matrix incorporated into a permanent three-dimensional netting structure. TRMs do not readily biodegrade and are a permanent solution to erosion control challenges within channels and on steep slopes.
- B. Erosion Control Blankets (ECBs) are temporary solutions to erosion control challenges and are primarily made from straw, coconut (coir) fiber or an open weave polypropylene geotextile, and most are reinforced on one or both sides by a polypropylene netting. They are designed to hold seed and soil in place, protect emerging seedlings and accelerate vegetation growth in low to moderate erosion applications. ECBs are engineered to degrade over a period of one to three years as vegetation becomes robust enough to maintain long-term erosion protection by itself.
- C. CONTRACTOR shall select, install, and maintain TRM and ECB shown on Sediment Control Drawing in CBMPP or as directed by ENVIRONMENTAL CONSULTANT, as follows:
  - 1) TRM shall be Propex or North American Green, or equivalent quality and specifications.
  - 2) Erosion control blanket material shall be at a minimum of 1.50-lb. photodegradable polypropylene top net with straw and/or coconut fiber matrix with a 12-month longevity, or equivalent.

## **SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)**

- 3) CONTRACTOR shall select TRM and/or ECB appropriate for site grade and slope.
- 4) CONTRACTOR shall grade and compact area of TRM/ECB installation. Subgrade shall be uniform and smooth. All rocks, clods, vegetation or other objects shall be removed so the installed mat will have direct contact with soil surface.
- 5) Finish grade topsoil shall be at a level that matches the conditions of the original undisturbed soil or finished grade and has the following characteristics:
  - a. Minimum depth of 4 inches
  - b. pH from 6.0 to 7.0
  - c. Minimum organic content of 4% dry weight
  - d. Soluble salts < 500 ppm
- 6) CONTRACTOR shall prepare seedbed, install by loosening the top 2-3 inches minimum of topsoil and incorporate amendments such as lime and fertilizer and/or wet the soil, if needed.
- 7) CONTRACTOR shall install TRM/ECB following manufacturers specifications and installation procedures, including spacing, overlapping, anchoring, stapling, key/check slots, seeding, and soil filling criteria.
- 8) Upon selection of TRM/ECB, CONTRACTOR shall notify ENVIRONMENTAL CONSULTANT and provide product information, product application, and product installation guidance prior to procurement of product.
- 9) CONTRACTOR shall maintain TRM/ECB areas until all work on the entire project has been completed and accepted. Additional work and materials required due to the CONTRACTOR'S negligence in maintaining the completed work shall be accomplished by CONTRACTOR at no cost to OWNER.

### **4.6.5 Seeding Requirements**

- A. CONTRACTOR shall be responsible for ensuring that permanent seeding takes place to establish a sustainable ground cover at areas that are initially cleared or graded and will have no additional construction activities throughout the course of the project and/or where specific phases of construction have been completed that have resulted in exposed soils.
- B. Except as modified herein, the seed shall comply with the current rules and regulations of the Arkansas State Plant Board and the germination test shall be valid on the date the seed is used. It shall have a minimum of 98% pure seed and 85% germination by weight, and shall contain no more than 1% weed seeds. A combined total of 50 noxious weed seeds shall be the maximum amount allowed per pound of seed with the following exceptions: Johnson grass seed, wild onion seed, wild garlic seed, field bindweed seed, nut grass seed, sickle pod seed, sesbania seed, indigo seed, morning-glory seed, cocklebur seed, balloon vine, crotalaria spp., serrated tussock, and tropical soda apple

**SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)**

will not be allowed in any amount. Seed shall be furnished in sealed, standard containers. Seed that has become wet, moldy, or otherwise damaged in transit or in storage will not be acceptable.

- C. Seeding shall be done via broadcast, seed drill, or hydraulic method (hydromulching/seeding). More than one type of seeding method may be necessary. Seeding equipment shall be calibrated and operated to ensure uniform distribution and coverage at specified rates. Seeding rate shall account for seeding method used to achieve desired vegetation density. After the seed has been distributed, it shall be incorporated into the soil by rolling/compacting, or other approved method. CONTRACTOR shall notify ENGINEER and ENVIRONMENTAL CONSULTANT about seeding method, seed mixture, and seeding rate at least 14 days prior to seeding activities.
- D. Seeding done by hydraulic method shall have slurry with proper consistency to adhere to earthen slopes without lumping or running. Mixing time of materials shall not exceed 45 minutes from the time the seeds come into contact with water in the mixer to complete discharge of the slurry onto the slopes; otherwise the batch shall be recharged with seed. Slurry mixture of water, seed, fertilizer, and mulch shall be applied using equipment containing a tank having a built-in continuous agitation and a discharge system that will allow application of the slurry to the slopes at a continuous and uniform rate. If recirculation agitation is present, the recirculation shall be limited to no more than fifty (50) gallons per minute. The nozzle shall produce a spray that does not concentrate the slurry nor erode the soil. Slurry shall be applied at appropriate rate specific to the product specifications and slope (Example: 3,000 lbs/acre for 4:1 to 3:1 slopes and 4,000 lbs/acre for 2:1 to 1:1 slopes.). Mulch used within hydroseeding slurry shall consist of a Bonded Fiber Matrix (BFR) material. CONTRACTOR shall use caution to avoid over spraying hydroseeding slurry onto any hardscape areas, including fences, walls, concrete, or asphalt surfaces. Removal of slurry from such non-target surfaces shall be done at CONTRACTOR'S expense.
- E. Broadcast sowing may be accomplished by hand seeders or by approved power equipment. Either method shall result in uniform distribution and no work shall be performed during high winds. The area seeded shall be lightly firmed with a cultipacker immediately after broadcasting.
- F. When seed is drilled in rows, the rows shall be horizontal (parallel to contour lines). Fertilizer and seed shall not be drilled together and shall not be mixed.
- G. CONTRACTOR shall apply a mixture of various annuals and perennials to provide overlapping times of seasonal peak vegetative cover. Seed mixtures shall be appropriate for the season of construction and the area. Seeding shall be done when there is sufficient time in the season to ensure adequate vegetation establishment and erosion control. Seeding shall only be done just prior to the peak season for the selected seed mix. If seeding is applied during excessively dry conditions, CONTRACTOR shall be responsible for watering seeded areas to provide sufficient moisture for survival of germinating plants.



**SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)**

- H. To optimize soil stabilization, CONTRACTOR shall utilize a seasonal nurse crop of fast growing annuals within a mix of perennials appropriate for the season. The nurse crop is intended to germinate and grow rapidly, holding the soil until the slower-growing perennial seedlings become established. Permanent vegetation shall not be considered established until a ground cover of perennial vegetation is achieved that is uniform and mature enough to survive and be of sufficient density to preclude erosion.
- I. CONTRACTOR shall conduct seeding activities to achieve stabilization that are generally congruent with the following schedule:

**1) Dormant Cold Season Temporary Stabilization (November 1 – February 28)**

Seeding at this time of the year with perennial vegetation to achieve final stabilization typically does not produce successful results, as cold temperatures inhibit seed germination. CONTRACTOR shall be responsible for achieving temporary stabilization via mulching, erosion control blankets, matting, compost, and/or other appropriate structural/nonstructural methods for temporary stabilization until seasonal weather conditions become more conducive to establishment of permanent perennial vegetative cover. Fertilizers/lime shall be added, at appropriate rates, at this time in preparation for seeding. CONTRACTOR shall be responsible for achieving temporary stabilization at all areas that are unstable and subject to erosion. CONTRACTOR shall apply temporary seeding, as follows:

**Dormant Cool Season Temporary Seed Mix (November 1 – February 28)**

Plant Species	Growth Season/ Life Cycle	Seeding Rate
Winter Rye ( <i>Secale cereale</i> )	cool season annual	100 lb/ac
Annual Ryegrass ( <i>Lolium multiflorum</i> )	cool season annual	25 lb/ac
Winter Wheat ( <i>Triticum aestivum</i> )	cool season annual	50 lb/ac

**2) Pre Warm Season Seeding (March 1 – May 31)**

As the growing season approaches, CONTRACTOR shall apply a mix of quick germinating cool season species combined with warm season species listed below. The cool season species will serve to hold the soil until warmer weather arrives stimulating the warm season species to germinate.

**Pre Warm Season Seed Mix (March 1 – May 31)**

Plant Species	Growth Season/ Life Cycle	Seeding Rate
Spring Rye ( <i>Secale cereale</i> )	cool season annual	15 lb/ac
Annual Ryegrass ( <i>Lolium multiflorum</i> )	cool season annual	15 lb/ac
Crimson Clover ( <i>Trifolium incarnatum</i> )*	cool season annual	15 lb/ac
White Clover ( <i>Trifolium repens</i> )*	cool season perennial	10 lb/ac
Korean (Kobe) lespedeza ( <i>Kummerowia stipulacea</i> )**	warm season annual	10 lb/ac
Bahiagrass ( <i>Paspalum notatum</i> )	warm season perennial	50 lbs/ac
Bermuda ( <i>Cynodon dactylon</i> )	warm season perennial	75 lbs/ac

\*All legume seed must be properly inoculated with appropriate inoculant.

\*\*DO NOT apply sericea lespedeza.

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**3) Warm Season Seeding (June 1 – August 31)**

In the midst of the growing season, CONTRACTOR shall apply a mix of warm season annuals and perennials, as follows:

**Warm Season Seed Mix (June 1 – August 31)**

Plant Species	Growth Season/ Life Cycle	Seeding Rate
Brown-Top Millet ( <i>Panicum ramosum</i> )	warm season annual	20 lb/ac
Korean (Kobe) lespedeza ( <i>Kummerowia stipulacea</i> )**	warm season annual	10 lb/ac
Bahiagrass ( <i>Paspalum notatum</i> )	warm season perennial	50 lbs/ac
Bermuda ( <i>Cynodon dactylon</i> )	warm season perennial	75 lbs/ac

\*\*DO NOT apply sericea lespedeza.

**4) Late Season Seeding (September 1 – October 31)**

During late summer to early fall, CONTRACTOR shall apply the following mix:

**Late Season Seed Mix (September 1 – October 31)**

Plant Species	Growth Season/ Life Cycle	Seeding Rate
Winter Rye ( <i>Secale cereale</i> )	cool season annual	25 lb/ac
Winter Wheat ( <i>Triticum aestivum</i> )	cool season annual	25 lb/ac
Crimson Clover	cool season annual	15 lb/ac
White clover ( <i>Trifolium repens</i> )*	cool season perennial	10 lb/ac
Perennial Ryegrass ( <i>Lolium perenne</i> )	cool season perennial	35 lb/ac

\*All legume seed must be properly inoculated with appropriate inoculant.

- J. CONTRACTOR shall maintain all seeded areas until final stabilization has been achieved and shall restore or replace any portion of the seeding work that is found defective or which becomes damaged prior to final acceptance. Restoration or replacement work shall include the re-establishment of the grade or profile of the area, replacement of topsoil, re-fertilization, reseeding and remulching as necessary. When the damage consists only of the displacement of mulch, the mulch shall be replaced within 3 business days. Additional work and materials required due to Contractor's negligence shall be at no cost to OWNER.
- K. For areas seeded in the September 1 – October 31 and November 1 – February 28 seasons, final acceptance will be delayed until an acceptable stand of vegetation of uniform color and density is established to meet the ADEQ requirements of final stabilization with perennial vegetation.
- L. Areas designated or directed to be temporarily seeded do not have to be brought to typical section or a garden-like condition, but shall be lightly tilled. Rye or the cereal grasses shall be planted at the rate of 100 pounds per acre between August 15 and January 20. Brown Top Millet shall be planted at a rate of 50 pounds per acre between January 21 and August 14.

## **SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)**

M. The ENVIRONMENTAL CONSULTANT may adjust the seasonal limitations specified above when immediate erosion control measures are required and other methods are not considered practicable. The decision to adjust seasonal limitations will be based on the practicality of planting seed at that particular time, with consideration being given to the period of time remaining before permanent erosion items can be applied and requirements of the ADEQ general stormwater permit to stabilize locations where construction will cease for more than 14 days. Fertilizer shall be applied at the rate of 500 pounds per acre on areas to be temporarily seeded.

### **4.6.6 Watering Requirements**

- A. After application of the mulch cover, a minimum of 27,000 gallons per acre of water will be applied to thoroughly moisten the soil to the depth of pulverization and then as necessary to germinate the seed. This quantity may be reduced by the ENVIRONMENTAL CONSULTANT dependent on the soil moisture conditions immediately prior to the application of the seeding. Water used for hydro-seeding or tackifier application will not be measured or paid for, and will not be included in the quantity of water required for the initial water application.
- B. Unless otherwise directed by ENVIRONMENTAL CONSULTANT, CONTRACTOR shall apply water in an amount such that, in conjunction with any rainfall, the seeded and mulched areas will receive an amount equivalent to a minimum of 1 inch of water each week beginning the week after seeding and continuing for a minimum of four (4) weeks. One inch of water is equivalent to 27,000 gallons per acre. The CONTRACTOR will adjust the amount of water required each week to deduct any rainfall received during the 7-calendar day period prior to the weekly watering.
- C. Failure to meet the requirements of A. and B. above will result in a permanent deduction in payment and/or permanent recovery of payments equal to the minimum bid price established for each M.G. not applied as directed in accordance with these specifications. Additional work and materials required due to the CONTRACTOR'S negligence in maintaining completed work or failure to water vegetation as directed shall be accomplished at no cost to OWNER.
- D. The CONTRACTOR shall have on the project such equipment of adequate capacity and a suitable water supply to achieve the desired moisture level in the soil. The equipment and methods used will be such that the application of water will not cause erosion or excessive movement of the previously placed seed and mulch cover. Any slope that is eroded or any seed or mulch cover that is washed down the slope due to failure to follow the above requirement will be repaired and/or reseeded at no cost to OWNER. Water shall be of irrigation quality and free of impurities that would be detrimental to plant growth.

### **4.7 Construction Practices At Stream Crossings**

- A. CONTRACTOR shall submit a written plan of action for sediment control measures at each stream crossing to the ENVIRONMENTAL CONSULTANT for review, a

## SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)

minimum of one week prior to the construction of each stream crossing. The plan of action submitted by CONTRACTOR shall include a specific construction sequencing plan, including station number, stream crossing methodology, anticipated commencement/completion dates, locations of sedimentation/filtration basins, quantity and size of pumps, estimated width of crossing, and estimated quantity of stone and/or riprap. Prior to the first stream crossing, CONTRACTOR shall schedule a meeting at the site to be attended by representatives of the CONTRACTOR, ENGINEER, OWNER, and ENVIRONMENTAL CONSULTANT to discuss the plan of action.

- B. The ADEQ general permit does not allow any violation of Arkansas Water Quality Standards. Due to the fact that it is virtually impossible to conduct construction activities within a stream without violating the water quality standard for turbidity, the OWNER has filed for, and received, a Short-Term Activity Authorization for "unavoidable" impacts to water quality. The authorization grants a "one-time" exceedance of the turbidity standard, pursuant to certain conditions. CONTRACTOR shall be responsible for meeting the following requirements of the short-term activity authorization:
- 1) CONTRACTOR shall take all reasonable measures to limit equipment and machine usage in the wetted area of any stream.
  - 2) CONTRACTOR shall divert any pumped water to a sediment basin or other containment device, and at no time, shall pumped water be discharged directly into a stream.
  - 3) CONTRACTOR shall implement all reasonable sediment control measures to prevent siltation of any stream.
  - 4) CONTRACTOR shall implement all reasonable measures to prevent any spill or leakage of fuel, oil, or any other lubricating and/or hydraulic fluid into stream.
  - 5) Prior to each stream crossing, the OWNER is required to notify the ADEQ District Water Inspector, to inform them about the specific date and location of each stream crossing. CONTRACTOR shall notify ENVIRONMENTAL CONSULTANT at least 24-hours prior to commencement of each stream crossing, and ENVIRONMENTAL CONSULTANT will notify ADEQ District Water Inspector. Should CONTRACTOR foresee that stream crossing would not be completed within the specified time limitation, CONTRACTOR shall notify ENVIRONMENTAL CONSULTANT before the specified period expires, and ENVIRONMENTAL CONSULTANT will request and extension from ADEQ.
- C. For areas where the construction will cross streams, the following specifications as required by COE Section 404 Permit apply:
- 1) The CONTRACTOR shall implement the Little Rock District Corps of Engineers Sedimentation and Erosion Control Guidelines for Pipeline Projects. This document

## **SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)**

is contained within the Appendices of the CBMPP. Some of the guidelines are summarized herein.

- 2) The CONTRACTOR shall use and maintain appropriate soil erosion and sedimentation controls during construction, and all exposed soil and other fills, as well as work below the ordinary high water mark of any stream, must be permanently stabilized at the earliest practicable date.
  - 3) The CONTRACTOR shall limit areas of "waters of the United States" that are disturbed, to the minimum necessary to construct the utility line.
  - 4) The CONTRACTOR shall implement appropriate measures to maintain near normal downstream flows and to minimize flooding.
  - 5) The CONTRACTOR shall use materials for backfill that will not be eroded by expected high flows.
  - 6) Plan #1, specified in the COE Guidelines shall be implemented for conventional open-cut trenching techniques across small streams with solid rock and silt or mud present. It shall be noted that general conditions and restrictions within the Section 404 Permit take precedence over these recommended guidelines where applicable.
  - 7) The CONTRACTOR shall conduct excavation activities in a manner as to not result in the relocation of an existing stream channel or a restriction of stream flow.
  - 8) The CONTRACTOR shall keep dredged or excavated material at a minimum. Excess excavated materials from a stream shall be removed and disposed of in an area identified by the CONTRACTOR and approved by the ENGINEER.
  - 9) The CONTRACTOR shall remove any temporary fills in their entirety and the affected areas shall be returned to their pre-existing elevation, as much as practicable.
  - 10) In the event that the CONTRACTOR constructs a haul road for construction access across stream crossings, culverts shall be placed in the stream channel to maintain low flow conditions, and not restrict movement of aquatic life.
  - 11) Once CONTRACTOR commences with construction activities within "waters of the U.S." CONTRACTOR shall complete work within stream as promptly as practicable and not cease work within stream until work is completed.
- D. The CONTRACTOR shall initiate permanent restoration measures for the area where the pipeline crosses any stream as soon as possible following construction. CONTRACTOR shall complete the final restoration within 2 days of commencement of pipeline installation across any stream, as described below:

## **SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)**

- 1) Subsequent to completion of the pipeline stream crossing, ground contours shall be restored to their original condition as practicable.
- 2) Revegetation methods shall be initiated as rapidly as possible after pipeline crossings at streams are completed.
- 3) CONTRACTOR shall construct interceptor dikes, where needed, to prevent stormwater flow onto areas of active construction or toward a stream channel.
- 4) CONTRACTOR shall employ matting with stapling on extremely steep slopes where vegetative stabilization alone is insufficient.
- 5) CONTRACTOR shall place additional straw bales/silt fences where drains and ditches allow sediment to enter the waterway.
- 6) Stream banks shall be stabilized with the appropriate material, such as turf reinforcement matting, riprap, or other material, as approved by the OWNER.
- 7) Temporary sediment control structures, which are no longer necessary and not biodegradable, shall be removed after stabilization has been achieved.
- 8) CONTRACTOR shall monitor and maintain erosion control measures until final stabilization has been achieved.

### **4.8 Special Conditions (Cave System Contingency Plan)**

- A. Due to the presence of karst geology in the project area and ecologically sensitive species, the CONTRACTOR shall exercise caution during construction to avoid any breakthrough into any cave system, subterranean conduit, or tunnel, as follows:
  - 1) Where surface fractures or cave opening are encountered during construction, the CONTRACTOR shall immediately halt all excavation activities within the immediate vicinity and notify the ENVIRONMENTAL CONSULTANT. The ENVIRONMENTAL CONSULTANT shall immediately notify the OWNER and discuss the need to contact USFWS, or other regulatory authority as appropriate, to conduct a survey to determine if the cave is inhabited by any listed species. Construction activities within the immediate vicinity of the cave or tunnel shall not resume until a determination of the necessary action is reached after conferral with the OWNER, and/or USFWS. All practical and reasonable efforts shall be made to protect the site from further damage or the introduction of pollutants into the cave system. These efforts shall be, but are not limited to, the construction of a ring levee with silt fence and staked straw bales as soon as possible around the opening to reduce silt-laden runoff from entering the opening.
  - 2) The CONTRACTOR shall not perform equipment fueling or transfer of liquid chemicals within 100 yards of any open excavation, streambed, or any observable

## **SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)**

surface fracture, where practicable. Should site limitations not allow this practice, equipment fueling and/or the transfer of liquid chemicals shall be done as far as possible from any open excavation, streambed, or any observable surface fracture. If, in spite of the preventive measures, a spill or leak of fuel or liquid chemicals occurs within 100 yards of any open excavation, streambed, or any observable surface fracture, the CONTRACTOR shall immediately notify the ENVIRONMENTAL CONSULTANT, who will immediately notify the OWNER and discuss whether to notify the USFWS or other regulatory agency. The CONTRACTOR shall prepare a report of any such spill or leak in accordance with the reporting/recordkeeping requirements of the CBMPP.

- 3) The CONTRACTOR shall not store fuels and/or chemicals within 100 yards of any open excavation, streambed, or any observable surface fracture, where practicable.
- 4) CONTRACTOR shall immediately discontinue use of heavy equipment that exhibits excessive fluid leakage and make necessary repairs prior to reuse of equipment. In the event of an excessive fluid leakage within 100 yards of an open excavation, streambed, or any observable surface fracture, CONTRACTOR shall immediately notify the ENVIRONMENTAL CONSULTANT, who will immediately notify the OWNER and discuss whether to notify the USFWS or other regulatory agency. The CONTRACTOR shall prepare a report of any such spill or leak in accordance with the reporting/recordkeeping requirements of the CBMPP.
- 5) CONTRACTOR shall not conduct equipment repairs or maintenance involving the draining of fluids within 100 yards of any open excavation, streambed, or any observable surface fracture, where practicable. In the event that equipment repairs or maintenance results in the spill of fluids within 100 yards of any open excavation, streambed, or any observable surface fracture, the CONTRACTOR shall immediately notify the ENVIRONMENTAL CONSULTANT, who will immediately notify the OWNER and discuss whether to notify the USFWS or other regulatory agency. The CONTRACTOR shall prepare a report of any such spill or leak in accordance with the reporting/recordkeeping requirements of the CBMPP.

### **4.9 Spill Prevention Control And Countermeasures Plan Certification And Implementation**

- A. CONTRACTOR shall be responsible for implementation of the SPCCP, as required by Part 112 of Title 40 of the Code of Federal Regulations, and shall maintain the necessary resources, equipment, and personnel to prevent chemical spills, and to promptly respond to chemical spills should they occur. CONTRACTOR shall also be responsible for implementation of chemical spill prevention and response requirements contained within the ADEQ general permit, as specified within the CBMPP.
  - 1) Should CONTRACTOR maintain onsite, an aggregate storage capacity of oil or oil products exceeding 1,320 gallons, but less than 10,000 gallons, CONTRACTOR shall be responsible for Self-Certification of SPCCP contained within CBMPP.

**SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)**

- 2) Should CONTRACTOR maintain onsite, an aggregate storage capacity of oil or oil products exceeding 10,000 gallons, CONTRACTOR shall be responsible for Professional Engineer Certification of SPCCP contained within CBMPP.
- 3) Should CONTRACTOR'S aggregate storage capacity of oil or oil products not exceed 1,320 gallons, CONTRACTOR shall be responsible for implementation of SPCCP contained within the CBMPP, without Professional Engineer Certification or Self-Certification of the Plan.
- 4) Containers, such as drums and above-ground storage tanks (ASTs) having a storage capacity of 55 gallons or more for oil or oil products shall be counted toward determining oil storage threshold. Equipment fuel tanks do not count toward the aggregate storage capacity.
- 5) CONTRACTOR shall designate a named individual who is knowledgeable about chemical handling, storage, and spill response, as the CONTRACTOR'S designated spill coordinator.
- 6) The CONTRACTOR shall maintain all Material Safety Data Sheets (MSDS) for all chemicals that CONTRACTOR stores and/or uses on-site. The MSDS shall be reviewed to determine if hazardous and/or toxic constituents are present, which may be within wastes that may be generated from the chemical. This includes, but is not restricted to, any lubricating fluids, oils, cement additives, paints, epoxies, solvents, adhesives, and fuels. CONTRACTOR'S personnel shall be trained for the proper storage, handling, use, and disposal of such chemicals.
- 7) CONTRACTOR shall provide a dedicated chemical storage area that does not allow runoff of contaminated stormwater. Containers shall be properly labeled as to their contents. Chemicals shall be stored in containers constructed of materials compatible with the contents.
- 8) CONTRACTOR shall ensure that all hazardous materials at the construction site are stored, handled, applied, and disposed of per manufacturer's printed instructions and per all applicable Federal, State, and local codes.
- 9) CONTRACTOR shall submit written verification from a used oil handling facility that used oil is disposed at a recycling/reuse facility.
- 10) The CONTRACTOR shall maintain an inventory list of the type and amount of all fuels, oil, hydraulic oils and hazardous and/or toxic chemicals that will be used at the site.
- 11) The CONTRACTOR shall ensure that onsite work crews and subcontractors are trained and knowledgeable in the proper handling of hazardous materials and disposal of wastes. The CONTRACTOR shall be responsible for disposing of all waste



## **SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)**

materials by a waste management firm licensed to dispose of the specific type of waste generated.

- 12) In the event of a chemical or fuel spill, the CONTRACTOR shall immediately halt construction activities in the immediate vicinity. The CONTRACTOR shall immediately notify the ENVIRONMENTAL CONSULTANT and initiate immediate efforts to contain the spill to prevent runoff or migration of the spilled material. The CONTRACTOR shall review the applicable MSDS to determine appropriate spill response measures. The CONTRACTOR shall be required to follow the appropriate regulatory requirements for disposal of contaminated soil. The CONTRACTOR will prepare a report of any chemical or fuel spill in accordance with the reporting/recordkeeping requirements of the CBMPP.
  - 13) CONTRACTOR shall not store, or temporarily stage, fuel, chemicals, equipment, or materials in, or near, environmentally sensitive areas.
  - 14) In the event that pollutant spills occur which are the result of the CONTRACTOR'S actions or negligence, the clean up shall be performed by the CONTRACTOR at no cost to OWNER.
  - 15) The CONTRACTOR will provide the OWNER and the ENVIRONMENTAL CONSULTANT the information necessary for the OWNER to determine whether any spill, leak, or release of oil, fuel, chemicals, or other substances requires reporting to the National Response Center or other regulatory agency.
- B. The quantity of materials stored on the project should be limited, as much as practical, to that quantity required to perform the work in an orderly sequence and should be stored in a neat, orderly manner in their original containers with the original manufacturer's label.
- C. Manufacturer's recommendations for proper use and disposal of materials shall be followed. All disposal shall be according to all local, State and Federal regulations in a permitted landfill or permitted disposal facility. The CONTRACTOR should inspect daily to ensure proper use and disposal of materials.
- D. Product Specific Practices. The CONTRACTOR shall limit the amount of petroleum products and other chemicals in work areas adjacent to wetlands, water bodies, and other sensitive areas. The following product specific practices shall be followed on-site:
- 1) Petroleum Products. All on-site vehicles shall be monitored for leaks and receive regular preventive maintenance to reduce the chance of leakage. Petroleum products shall be stored in tightly sealed containers that are clearly labeled. All asphalt substances used on-site shall be applied according to manufacturer's recommendations and/or OWNER specifications. Construction of berms, or other similar measures, may be required for storage/refueling areas as a best management practice to restrict spill areas. No contaminants from fuel storage areas, hazardous waste storage and truck wash areas shall be discharged to waters of the State.

## SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)

Methods for protecting these areas shall be identified and implemented. These areas should not be located near a water body, if there is a water body on or near the project

- 2) Fertilizers. Fertilizers shall be applied only in the manner and amounts required by the specifications. Material shall be stored in a covered area and shall not be exposed to precipitation. Partially used bags shall not be discarded, but removed and disposed of properly. No storage of these materials shall be allowed within a wetland or floodplain.
  - 3) Paints and Solvents. All containers shall be tightly sealed and stored when not required for use. Excess material and waste shall not be discharged, but shall be properly disposed of according to manufacturers' instructions and/or State and Federal regulations. No storage of these materials shall be allowed within a wetland or floodplain.
  - 4) Concrete Trucks. Concrete trucks shall be allowed to discharge surplus concrete or drum wash water on site only in areas designated in the SWPPP. Discharge areas shall not be in or where the discharge can be washed into wetlands or waterbodies. No liquid concrete waste shall be discharged to Waters of the State. Appropriate controls to prevent the discharge of concrete washout waters must be implemented if concrete washout will occur on-site.
  - 5) Concrete Curing Agents. Concrete curing agents shall be applied only in the manner and amount required by the specifications. Excess material shall not be allowed to run off the area being treated.
- E. In addition, the practices below shall be followed:
- 1) All spills shall be cleaned up immediately after discovery or contained until appropriate cleanup methods can be employed.
  - 2) The spill area shall be contained and personnel shall wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
  - 3) Manufacturer's recommended methods for spill cleanup shall be followed along with proper disposal methods in accordance with local, State, and Federal regulations.

### **4.10 Slurry/Fluid Handling And Disposal Specifications For Drilling/Boring/Tunneling**

- A. Portions of the proposed line work may involve drilling, boring, and/or tunneling under streams, wetlands, miscellaneous structures, and/or roadways. Should CONTRACTOR subcontract drilling/boring/tunneling activities, CONTRACTOR is responsible for ensuring that subcontractor is made aware of, and implements, necessary pollution prevent measures for compliance with environmental regulatory requirements. CONTRACTOR shall be responsible for complying with the following specifications during drilling/boring/tunneling activities:

## **SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)**

- 1) All drilling/boring/tunneling activities shall be in accordance with laws, permits, and the requirements of governing authorities and OWNER.
- 2) CONTRACTOR shall provide OWNER with any and all information pertaining to the use of any drilling slurry or fluid. OWNER shall approve slurries/fluids prior to use.
- 3) No toxic or hazardous additives shall be co-mingled with drilling slurries/fluids, such as diesel fuel and/or oil.
- 4) CONTRACTOR shall provide OWNER with all MSDS for any drilling slurries/fluids to be used, including, but not restricted to, bentonite, Con-Det, Polybore, and/or Diamond-Seal.
- 5) There shall not be discharges or releases of any slurry/fluid into waterways. CONTRACTOR shall be responsible for seeing that slurry/fluid tank capacities are of the appropriate size to hold excess slurry material without spillage. The drilling/boring/tunneling entry point shall be appropriately enclosed and/or contained within earthen berms, and equipped with a sump pump to reclaim or discharge excess mud to a reuse or disposal tank. Earth spoiled or contaminated by drilling slurry shall be removed and disposed of properly by CONTRACTOR, and the site shall be restored with clean material to a condition equal to, or better than, its original condition.
- 6) During an active drilling/boring/tunneling operation, containment structures shall be constructed with a design developed on a site-specific basis. Structural controls include earthen berms, silt fencing, and/or straw bale check dams, either individually or in combination. Where possible, upgradient diversion dikes shall be constructed to divert storm water runoff away from the area of the active bore.
- 7) Drilling fluids/slurries shall be disposed of in an acceptable manner and be adequately contained to prevent the migration of bentonite to waterbodies. Appropriate locations shall be identified by the CONTRACTOR and approved by the OWNER.
- 8) CONTRACTOR shall be responsible for maintaining sufficient personnel, equipment, and materials to contain drilling/boring/tunneling slurry/fluid that upwells to the surface as a "frac out" and/or is discharged into a body of water onsite during all drilling/boring/tunneling operations.
- 9) In areas where drilling/boring/tunneling slurries/fluids have been released, either due to recirculation pit overflows or fugitive escape through subterranean fractures, drilling/boring/tunneling operations shall immediately cease and CONTRACTOR shall notify OWNER immediately.
- 10) Should CONTRACTOR use any drilling/boring/tunneling fluid/slurry, CONTRACTOR shall maintain a record of the drilling/boring/tunneling pressures

**SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)**

and the quantities of drilling/boring/tunneling fluid/slurry used during the entire operation. The record shall correlate to both time of day and the station of the bore head. These records shall be available to the OWNER at all times during the drilling/boring/tunneling operations and submitted as record at the conclusion of the operation. When a reduction in drilling/boring/tunneling slurry/fluid recirculation pressure is observed, drilling/boring/tunneling operators shall be instructed by CONTRACTOR to perform a site reconnaissance of the immediate area in order to determine if the fugitive escape of slurry/fluid through bedrock fractures to the surface (or to waterbodies) is occurring.

- 11) CONTRACTOR shall maintain continuous visual inspection of the drilling/boring/tunneling alignment at all times when the operation is proceeding without return of drilling slurry/fluid to the entry site. When the alignment is beneath a body of water, a visual inspection shall be made at the most accessible point immediately downstream of the bore alignment for changes in turbidity or color, which may indicate a slurry/fluid discharge into the waterway. Unusual conditions, including excessive loss of slurry/fluid, shall be reported promptly to the OWNER by the CONTRACTOR.
- 12) Following completion of drilling/boring/tunneling activities all drilling/boring/tunneling pits/shafts shall be backfilled with native materials and compacted in 6-inch lifts, or in accordance with OWNER, or to achieve a similar compaction of native surrounding soil. Surfaces shall be restored to original, or better, condition and to the satisfaction of the OWNER. All excess/spilled slurry/fluid shall be removed from the site, and the contours shall be restored as close to the original condition as practicable. Seeding, mulching, and/or matting shall be promptly initiated.
- 13) Should any drilling/boring/tunneling slurry/fluid be released to a stream or waterway, CONTRACTOR shall be responsible for all cleanup activities and associated costs. Removal of slurry/fluid from streams is accomplished on a site-specific basis, and shall be determined by OWNER. CONTRACTOR shall conduct cleanup activities in a manner to prevent damage to the riparian/streamside vegetation as much as practicable. CONTRACTOR shall be responsible for any slurry/fluid off site disposal and associated costs.
- 14) Spoils and/r excavated materials generated from drilling/boring/tunneling activities shall not be staged, or stored near ecologically sensitive areas, such as wetlands or streams, and shall be provided with the appropriate sediment control structures to prevent silt runoff from the site, and/or into any waterbody.
- 15) Any dewatering activities is done during drilling/boring/tunneling activities shall have appropriate sediment controls in place to prevent silt runoff into any stream or wetland.

## SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)

### 4.11 Site Evaluations/Recordkeeping

- A. CONTRACTOR shall provide competent “qualified” personnel to conduct site evaluations at a minimum of once every seven-calendar days, or once every fourteen-calendar days and within 24 hours after any storm event of greater than 0.5 inches. The ADEQ stormwater permit defines “qualified” personnel as:

*“a person knowledgeable in the principles and practice of erosion and sediment controls who possesses the skills to assess conditions at the construction site that could impact stormwater quality and to assess the effectiveness of any sediment and erosion control measures selected to control the quality of stormwater discharges from the construction activity.”*

- B. CONTRACTOR’S inspections must include all areas of the site disturbed by construction activity and areas used for storage of materials that are exposed to precipitation. CONTRACTOR’S inspectors must look for evidence of, or the potential for, pollutants entering the stormwater conveyance system. Erosion and sedimentation control measures must be observed to ensure proper operation. Discharge locations must be inspected to determine whether erosion control measures are effective in preventing significant impacts to waters of the State, where accessible. Where discharge locations are inaccessible, nearby downstream locations must be inspected to the extent that such inspections are practicable. Locations where vehicles enter or exit the site must be inspected for evidence of off-site sediment tracking.
- C. CONTRACTOR shall maintain copies of the written site evaluation reports onsite. Any inadequacies on the part of the CONTRACTOR shall be corrected as soon as practicable, but no later than three (3) calendar days following the evaluations.
- D. The OWNER is required to retain records of all reports and documents required by the General Stormwater Permit, including the SWPPP and site evaluation reports, for a period of at least three years from the date of final stabilization. The CONTRACTOR shall maintain the following written records, and copies shall be submitted to OWNER at project termination:
- 1) Site evaluation/stormwater inspection reports
  - 2) Updated sediment and erosion control plans
  - 3) Chemical use inventory
  - 4) Waste disposal records
  - 5) Documentation of pollution prevention meetings/training
  - 6) Records of all spills, leaks, and releases
  - 7) Records of major construction activities and stabilization
  - 8) List of the sources of non-stormwater
  - 9) Oil/fuel inventory

## **SECTION 02270 – ENVIRONMENTAL SPECIFICATIONS (continued)**

- 10) Written documentation of used oil disposal, including disposal method and facility location, facility name, and EPA identification number of transporter and disposal facility
- 11) Storm event records
- 12) Records of subcontractors involved in surface disturbance activities.

### **4.12 Contractor Submittals**

- A. Prior to commencement of construction activities, the CONTRACTOR shall provide the following submittals to ENGINEER within 10 days of issuance of the Notice to Proceed:
  - 1) The specific intended sequence of major construction activities. Sequence shall include items such as staging/laydown areas, construction entrances, etc. Submittal shall include proposed BMPs required for each sequence.
  - 2) Contact information for CONTRACTOR's designated spill coordinator.
  - 3) Projected oil/fuel inventory and volume of containers having a capacity of 55 gallons or more. This shall include projected oil/fuel inventory of all subcontractors.
  - 4) CONTRACTOR local or on-site contact information.
  - 5) Subsequent to commencement of construction, CONTRACTOR shall submit copies of all remaining records specified in 4.9, Item A.2.

### **4.13 Environmental Training**

- A. The ADEQ general permit requires employee training to inform personnel responsible for implementing activities identified in the stormwater pollution prevention plan or otherwise responsible for stormwater management at all levels of responsibility of the components and goals of the SWPPP and the requirements of the general permit, including contractors and subcontractors.
- B. A regulatory training session will be given by ENVIRONMENTAL CONSULTANT. CONTRACTOR shall ensure that CONTRACTOR'S, and any subcontractor's, site personnel who will be responsible for management of day-to-day surface disturbance activities shall attend environmental regulatory training session. An on-site visit may be required as part of the training session. Should onsite construction personnel change, CONTRACTOR shall be responsible for the cost of conducting any additional environmental training. CONTRACTOR shall be responsible for maintaining records of training in SWPPP.

**-END OF SECTION 02270-**

## SECTION 02536 - WASTEWATER FLOW CONTROL AND BYPASS PUMPING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Furnish all the necessary materials, equipment, tools, labor, and associated appurtenances to control the wastewater flow in conjunction with cleaning, television inspection, point repairs, obstruction removal and other related works. Wastewater flow diversion must not cause flooding or damage to public or private property. The wastewater flow shall be bypassed while plugging the upstream manhole for the section of main being worked in areas to receive cured-in place, pipe bursting and other trenchless or open cut applications as necessary.

#### 1.3 RELATED WORKS

- A. Technical Specification for Wastewater Main and Manhole Cleaning.
- B. Technical Specification for Television Inspection of Wastewater Mains.
- C. Technical Specification for Rehabilitation of Existing Wastewater Main by Pipe Bursting (PB).
- D. Technical Specifications for Rehabilitation of Existing Wastewater Main by Cured-in-Place Pipe (CIPP).

### PART 2 - PRODUCTS

#### 2.1 METHODS OF WASTEWATER FLOW CONTROL

- A. The Contractor shall coordinate with the Owner regarding the method of wastewater flow control to be used. All methods to be utilized must be pre-approved prior to any construction.
- B. Plugging or Blocking: Plugging or blocking typically includes insertion of a plug into the upstream manhole of the line section being worked. A plug in the downstream manhole also may be required to prevent any backflow.
- C. Bypass Pumping: Bypass pumping typically includes flow diversion from the upstream manhole to the downstream manhole of the line section being worked.

#### 2.2 PLUGS

- A. The plugs must be designed so that all or any portion of the wastewater can be released.

## 2.3 BYPASS PUMPS

- A. When total bypassing and pumping are required, the pumps, conduits, and other equipment shall be supplied to divert the flow of wastewater around the line section where construction or rehabilitation work is to be performed. The total bypass system must have sufficient capacity to handle peak flow during a rainstorm. The Contractor is responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing. If pumping is required on a 24 hour basis, engines with hospital rated noise suppression equipment shall be used.

## PART 3 - EXECUTION

### 3.1 FLOW CONTROL PRECAUTIONS

- A. When flow in a wastewater main is plugged, blocked, or bypassed; sufficient precautions shall be taken to protect the wastewater main from damage that might result from wastewater surcharging. Further, precautions shall be taken to insure that wastewater flow control operations do not cause flooding or damage to public or private property being served by the wastewater mains involved. The Contractor is advised to schedule his work in section lengths such that in the event of a rainstorm that might cause an increase in the wastewater flow, the work can be adequately secured, flow diversion stopped and flow resumed back in the existing main, without any damage to the new work.
- B. Limitations and Constraints:
  - 1. The diversion equipment and facilities must be located such that local traffic, private property access, or any public activities are not interrupted.
  - 2. Where diversion piping crosses side streets, alleys, and driveways, provide asphalt ramps and covers over the piping to facilitate any traffic. Provide pedestrian cross-over ramps and walkways where needed or requested by the Owner. Do not open cut streets, alleys, or driveways to bury piping.
  - 3. It is the Contractor's responsibility to divert incoming flow from all service connections and laterals. Provide all the necessary materials and equipment to tie this flow into the main diversion system.
  - 4. Flow diversion materials and equipment must be in place and successfully operating for a period of four hours prior to starting any rehabilitation work requiring flow diversion.
  - 5. Reduce flow to within the limits required for TV inspection. After the work has been completed, restore flow to normal.
  - 6. The Contractor is responsible for keeping pumping engine noise complaints from the citizens to a minimum. The Owner will terminate all pumping activities if noise control is not adequately addressed.
- C. METHOD OF MEASUREMENT AND PAYMENT
  - 1. Method of Measurement and Payment for providing the Wastewater Flow Control and Bypass Pumping as specified in this section shall be incidental and inclusive in the applicable unit price bid item.

END OF SECTION 02536



## SECTION 02537 - WASTEWATER MAIN AND MANHOLE CLEANING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Furnish all the necessary materials, equipment, tools, labor, and associated appurtenances for cleaning the wastewater mains and manholes to be rehabilitated as shown on the drawings and specified herein. Cleaning includes, but not limited to, removing foreign materials from the mains and manholes in preparation for cured-in place pipe (CIPP), pipe bursting (PB), manhole coating and other trenchless or open cut applications as necessary.
- B. Related Work:
  - 1. Technical Specification for Television Inspection of Wastewater Mains.
  - 2. Technical Specification for Rehabilitation of Existing Wastewater Main by Pipe Bursting (PB).
  - 3. Technical Specifications for Rehabilitation of Existing Wastewater Main by Cured-in-Place Pipe (CIPP).

### PART 2 - PRODUCTS

#### 2.1 CLEANING EQUIPMENT

- A. Selection of cleaning equipment and method of cleaning must be based on the condition of the wastewater mains at the time work commences and subject to the Owner's approval. All cleaning equipment and devices shall be operated by experienced personnel. The Owner may require the Contractor to demonstrate the performance capabilities of the proposed cleaning equipment. If the cleaning equipment does not give the desired results required by the Owner, different equipment shall be used to achieve the desired result. More than one type of equipment/attachments may be required at any particular location(s).

### PART 3 - EXECUTION

#### 3.1 WASTEWATER MAIN CLEANING

- A. Base selection of the equipment on the conditions of mains at the time work commences. The equipment and methods selected are subject to the Owner's approval. The equipment must be capable of removing dirt, grease, rocks, sand, and other materials and obstructions from the wastewater mains and manholes.

### 3.2 REPAIR AND DAMAGED MAIN

- A. If the main is damaged and requires repair prior to rehabilitation, make such repairs as directed by the Owner. Any pavement cut excavation and repair must comply with the City of Dallas Street Cut and Repair Manual, Latest Edition. If the main is damaged through the negligence of the contractor, make adequate repairs as approved by the Owner at no additional cost to the Owner.

### 3.3 FINAL ACCEPTANCE

- A. The final inspection of the main will be either a television inspection, onsite inspection, or a combination of both methods as determined by the Owner. The cleaning must be to the satisfaction of the Owner. If inspection shows the cleaning to be insufficient, re-clean and re-inspect the main until cleaning is approved by the Owner.
- B. Method of Measurement and Payment for providing the Wastewater Main and Manhole Cleaning as specified in this section shall be incidental and inclusive in the applicable unit price bid item.

END OF SECTION 02537

## SECTION 02540 – PROTECTIVE COATING FOR MANHOLES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. The work under this section of the Specifications shall consist of providing all materials, labor, equipment, tools, supplies, and incidentals necessary for the successful installation of a corrosion-resistant protective coating for manholes that restores manhole walls and interior surfaces to original profiles and eliminates water infiltration and exfiltration.

#### 1.3 REFERENCES

- A. ASTM D 4541 – Adhesion.
- B. ASTM D 412 – Tensile Strength (psi).
- C. ASTM D 412 – Elongation (%).
- D. ASTM D 624 – Tear Strength (PLI).
- E. ASTM D 2240 – Hardness.
- F. ASTM D 522 – Flexibility (1/8" Mandrel).
- G. ASTM D 4060 – Taber Abrasion (mg loss).
- H. CITMAT Evaluation (UH 96-7) of Spectrashield Liner System for Wastewater Concrete and Clay Brick Facilities. University of Houston Department of Civil Engineering, December 1996.

#### 1.4 SUBMITTALS

- A. The following items shall be submitted at the time of the bid opening.
  - 1. Technical data sheet on each product used, including ASTM test results indicating the product conforms to and is suitable for its intended use per these Specifications.
  - 2. Material Safety Data Sheets (MSDS) for each product used.
  - 3. Applicator Qualifications:
    - a. Manufacturer certification that applicator has been trained and approved in the handling, mixing and application of the products to be used.
    - b. Certification by the protective coating manufacturer that the equipment to be used for applying the products has been approved and applicator personnel have been trained and certified for proper use of the equipment.

4. Material Certifications:
  - a. Certification that the product meets the minimum characteristics as measured by the applicable ASTM, NACE, and SSPC standards.
  - b. Certification that the product has successfully passed the Los Angeles County evaluation of protective coatings for concrete. Alternately, the product must have been tested by a bonded third-party testing company and meet or exceed the minimum standards included in this specification.
  - c. CITMAT evaluation.
5. Product References: A comprehensive list of cities where the product has been used. List shall include the city name, a contact person familiar with the product application, phone number, and the type of application (manhole rehab, new manholes, wetwells, etc.).
6. Work plan including flow diversion plan, method of repair, etc.
7. Final installation report on all completed manholes.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. The spray-on protective coating shall be Spectrashield, by CCI Spectrum, Inc., or equal.
- B. The materials to be utilized in the lining of manholes shall be designed and manufactured to withstand the severe effects of hydrogen sulfide in a wastewater environment. Manufacturer of corrosion-protection products shall have long proven experience in the production of the lining products utilized and shall have satisfactory installation record.
- C. Equipment for installation of lining materials shall be high quality grade and be as recommended by the manufacturer.
- D. The lining system to be utilized for manhole structures shall be a multi-component stress skin panel liner system as described below:
  1. Liner:
 

<u>Installation</u>	<u>Liner</u>
Moisture Barrier	Modified Polymer
Surfacer	Polyurethane/Polymeric Blend Foam
Final Corrosion Barrier	Modified Polymer
  2. Modified polymer shall be sprayable, solvent free, two-component polymeric, moisture/chemical barrier specifically developed for the corrosive wastewater environment.

#### Typical Chemical Analysis

##### "A" Component

Viscosity, 77° F, cps.	450
Physical State	Liquid
Color	Clear to Amber
Hygroscopicity	Reacts with Water

"B" Component

Viscosity, 77° F, cps.	500
Physical State	Liquid
Color	Flamingo Pink
Non-Volatile	100%

Reaction Profile (100 grams, 175° F sample)

Gel Time, seconds	10
Tack-Free Time, seconds	20
Cure Time	90

Processing

A System / B System, volume ratio	1.00 / 1.00
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Typical Physical Properties

Tensile Strength, psi	>3600
Elongation, %	>300
Tear Strength, PLI	>500
Shore A Hardness	96
100% Modulus, psi	>2400

3. Polyurethane Rigid Structure Foam: Low viscosity two-component, containing flame retardants.

Typical Chemical Analysis

"A" Component

Viscosity, 77° F, cps.	200
Physical State	Liquid
Color	Dark Brown
Hygroscopicity	Reacts with Water and Evolves CO2 Gas

"B" Component

Viscosity, 77° F, cps.	660
Physical State	Liquid
Color	Transparent Dark
Hygroscopicity	Absorbs Water Rapidly thus Changing Ratio

Reaction Profile (100 grams, 77° F sample)

Cream Time, seconds	1-4
Tack-Free Time, seconds	5-8
Rise Time, seconds	6-10

Processing

A System / B System, volume ratio	1.00 / 1.00
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### Typical Physical Properties

Density, nominal, core, lbs/ft <sup>3</sup>	
ASTM D 1622 at 74°F	4-10
Compressed Strength, ASTM D 1621	
at 74° F parallel rise, psi	90-150
Closed Cell Content, % at 74 F	Over 95
Shear Strength, psi, ASTM C 273	
at 74° F	225-250

4. Total thickness of multi-component stress panel liner shall be a minimum of 500 mils.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. Applicator shall take appropriate action to comply with all local, state and federal regulations including those set forth by OSHA, EPA, the Owner, and any other applicable authorities. Prior to conducting any work, perform inspection of structure to determine need for protection against hazardous gases or oxygen depletion atmosphere and the need for flow control or flow diversion. Submit plan for flow control or bypass to Owner/Engineer for approval prior to conducting the work. New Portland cement structures shall have endured a minimum of 28 days since manufacture prior to commencing installation of the liner system.

### 3.2 SURFACE PREPARATION

- A. Conduct surface preparation program to include monitoring of atmosphere for hydrogen sulfide, methane, low oxygen or other gases, approved flow control equipment, and surface preparation equipment.
- B. Surface preparation methods may include high pressure water cleaning, hydro-blasting, abrasive blasting, grinding, detergent water cleaning, and shall be suited to provide a surface compatible for installation of the liner system.
- C. Surface preparation method shall produce a cleaned, abraded and sound surface with no evidence of laitance, loose concrete, brick or mortar, contaminants or debris, and shall display a surface profile suitable for application of liner system.
- D. After completion of surface preparation, perform the seven-point check list, which is the inspection for:
1. Leaks
  2. Cracks
  3. Holes
  4. Exposed Rebar
  5. Ring and Cover Condition
  6. Invert Condition
  7. Inlet and Outlet Pipe Condition.

- E. After the defects in the structure are identified, repair all leaks with a chemical or hydraulic sealant designed for use in field sealing of groundwater. Severe cracks shall be "repaired with a urethane based chemical" sealant. Product to be utilized shall be as approved by Owner/Engineer prior to installation. Repairs to exposed rebar, defective pipe penetrations or inverts, etc. shall be repaired utilizing non-shrink grout or approved alternative method.

### 3.3 APPLICATION

- A. Application procedures shall conform to the recommendations of the protective coating manufacturer, including material handling, mixing, environmental controls during application, safety, and spray equipment. The spray equipment shall be specifically designed to accurately ratio and apply the specified protective coating materials and shall be regularly maintained and in proper working order.
- B. The manufacturer and/or applicator of the total liner system of manholes shall be a company that specializes in the design, manufacture or installation of corrosion-protection systems for manholes. Applicator shall be completely trained in leak repair, surface preparation and corrosion materials application on manholes. Corrosion materials/products shall be suitable for installation in a severe hydrogen sulfide environment without any deterioration to the liner.
- C. The applicator shall be trained and certified by the manufacturer for the handling, mixing, application and inspection of the liner system as described herein.
- D. Application of multi-component liner system shall be in strict accordance with manufacturer's recommendation. Final installation shall be a minimum of 500 mils. A permanent identification and date of work performed shall be affixed to the structure in a readily visible location.
- E. To ensure total unit responsibility, all materials and installation thereof shall be furnished and coordinated with/by one supplier/applicator who turnkeys the work and assumes full responsibility for the entire operation.
- F. Provide final written report to Owner/Engineer detailing the location, date of report, and description of repair.
- G. Applicator shall initiate and enforce quality control procedures consistent with applicable ASTM, NACE and SSPC standards and the protective coating manufacturer's recommendations.

### 3.4 TESTING AND INSPECTION

- A. Final liner system shall be completely free of pinholes or voids. Liner thickness shall be the minimum value as described herein.
- B. Visual inspection shall be made by the Owner/Engineer. Any deficiencies in the finished liner system shall be marked and repaired according to the procedures set forth by the manufacturer.
- C. The sewer system may be returned to full operational service as soon as the final inspection has taken place.

### 3.5 WARRANTY

- A. The manufacturer and Contractor shall warrant all work against defects in materials and workmanship for a period of ten (10) years, unless otherwise noted, from the date of final acceptance of the project. Applicator shall, within a reasonable time after receipt of written notice thereof, repair defects in materials or workmanship which may develop during said 10-year period, and any damage to other work caused by such defects of the repairing of same, at his own expense and without cost to the Owner.
  
- B. Ten-Year Limited Warranty: CCI Spectrum, Inc. (manufacturer) and the Applicator warrant the Spectrashield manhole liner against failure for a period of 10 years. "Failure" will be deemed to have occurred if the protective lining fails to a) prevent the internal deterioration or corrosion of the structure, b) protect the substrate and environment from contamination by effluent, or c) prevent groundwater infiltration. If any such failure occurs within 10 years of initial completion of work on a structure, the damage will be repaired to restore the lining at no cost to the Owner within 60 days after written notification of the failure. "Failure" does not include damage resulting from mechanical or chemical abuse or act of God. Mechanical or chemical abuse means exposing the lined surfaces of the structure to any mechanical force or chemical substance not customarily present or used in connection with structures of the type involved. There are no warranties express or implied other than those specifically stated in this section. Any liability for consequential and incidental damages is expressly disclaimed. Liability is limited to and shall not exceed the purchase price paid.

END OF SECTION 02540



## SECTION 02541 – MANHOLE FRAME SEAL

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Furnish all materials, labor, equipment, tools, and required incidentals for providing and installing a frame seal and required extension in all new wastewater manholes. The frame seal and extension shall span the entire adjustment area of the manhole by connecting to the bottom of the frame casting and top of the manhole cone.

#### 1.3 DEFINITIONS

- A. Chimney: The chimney is the cylindrical variable height portion of the manhole which extends from the top of the cone to the base of the manhole frame.
- B. Cone: The cone is the inclined portion of the manhole structure which slopes upward and inward from the barrel of the manhole to the required chimney or frame diameter.

#### 1.4 ACCEPTABLE MANUFACTURERS

- A. Internal Chimney Seal by Cretex Specialty Products, or approved equal.

#### 1.5 QUALITY ASSURANCE

- A. Reference Standards: Unless otherwise stated, the latest editions of the following documents are applicable for this Specification.
  1. ASTM C 923: Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes, and Laterals
  2. ASTM F 593: Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs.
  3. ASTM F 594: Standard Specification for Stainless Steel Nuts.

#### 1.6 WARRANTY

- A. A one-year warranty for the manhole frame seal shall be included from the Contractor, and shall cover the cost of replacement and freight to project site, should the frame seal have any defects in material or workmanship.

- B. Unless otherwise specified, the warranty period(s) shall begin after the Certificate of Acceptance is issued for the Contract.

## PART 2 - PRODUCTS

### 2.1 GENERAL

- A. The manhole frame seal shall be designed to prevent leakage of water through the manhole frame throughout a 50-year design life. It shall also be capable of allowing repeated vertical movement of not less than 2 inches and/or repeated horizontal movement of not less than 1/2 inch after installation and throughout its design life.
- B. Frame seals shall consist of a flexible internal rubber sleeve, extensions and stainless steel expansion bands, all conforming to the following requirements:
  - 1. Rubber Sleeve and Extension: The flexible rubber sleeve and extensions shall be extruded or molded from a high grade rubber compound conforming to the applicable material requirements of ASTM C-923, with a minimum 1500 psi tensile strength, maximum 18% compression set and a hardness (durometer) of 48±5.
  - 2. The rubber sleeve shall be double, triple or quadruple pleated with a minimum unexpanded vertical height of 8 inches, 10 inches or 13 inches respectively and a minimum thickness of 3/16 inches. The top and bottom section of the sleeve that compresses against the manhole frame casting and the chimney/cone shall have an integrally formed expansion band recess and a series of sealing fins to facilitate a watertight seal.
  - 3. Any splice used to fabricate the sleeve and extension shall be hot vulcanized and have a strength such that the sleeve shall withstand a 180 degree bend with no visible separation.
- C. Expansion Bands: The expansion bands used to compress the sleeve against the manhole shall be integrally formed from 16 gauge stainless steel conforming to the applicable material requirements of ASTM C-923, Type 304, with no welded attachments and shall have a minimum width of 1-3/4 inches.
  - 1. The bands shall have a minimum adjustment range of 2-1/2 diameter inches and a positive locking mechanism which secures the band in its expanded position after tightening.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. The Contractor shall field measure the required dimension of the manholes prior to ordering frame seals and other appurtenances.
- B. All sealing surfaces shall be reasonably smooth, clean and free of any form offsets or excessive honeycomb.
- C. The internal frame seals and extensions shall be installed in accordance with the manufacturer's instructions.

3.2 METHOD OF MEASUREMENT AND PAYMENT

- A. Method of Measurement and Payment for providing Manhole Frame Seal as specified in this section shall be incidental and inclusive in the applicable unit price bid item.

END OF SECTION 02541

SECTION 02542 – TELEVISION (TV) INSPECTION OF WASTEWATER MAINS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Furnish all the necessary materials, equipment, tools, labor, and associated appurtenances for television inspection of wastewater mains as shown on the drawings and specified herein.

1.3 PURPOSE AND SCHEDULE OF TELEVISION INSPECTION

- A. **Preconstruction Television Inspection:** A preconstruction television inspection shall be performed for all wastewater mains to be rehabilitated and considered as “No Separate Pay Item.” The purpose of this television inspection is to locate or confirm the breaks, obstacles and service connections. In addition, this also verifies if the wastewater mains are properly cleaned in preparation for rehabilitation and identifies areas in the existing main that may require repair. The inspection will be done one manhole section at a time and the flow in the section being inspected will be suitably controlled as specified in the Wastewater Flow Control and Bypass Pumping section of these specifications.
- B. **Post-Construction Television Inspection:** A post-construction television inspection shall be performed for all wastewater mains including new installation, replacement or rehabilitation. This television inspection shall be performed upon reconnection of all service laterals along with installation or rehabilitation of wastewater main.
- C. **Television Inspection Schedule:** TV inspection schedule for water/wastewater main project is shown below:

Construction Type	TV Inspection Schedule	
	City Contract	Joint Contract (In Advance of Paving)
Open Cut	Post-Construction	Post-Construction Pre-Permanent Paving (Blue Top)
Trenchless Rehabilitation	Pre-Construction Post-Rehabilitation	Pre-Construction Post-Rehabilitation Pre-Permanent Paving (Blue Top)

## 1.4 RELATED WORK

- A. Technical Specification for Wastewater Main and Manhole Cleaning.
- B. Technical Specification for Wastewater Flow Control and Bypass Pumping.
- C. Technical Specification for Pipe Bursting of Wastewater Mains.
- D. Technical Specifications for Cured-in-Place of Wastewater Mains.

## PART 2 - PRODUCTS

### 2.1 EQUIPMENT

- A. **Television Camera:** The television camera used for the inspection shall be specifically designed and constructed for such inspection. Lighting for the camera shall allow a clear picture of the entire periphery of the pipe above the existing flow. The camera shall be operative in 100% humidity conditions. The camera, television monitor, and other components of the video system shall produce a picture quality to the satisfaction of the Engineer, and if the picture quality is not satisfactory, TV inspection equipment shall be removed. No payment will be made for an unsatisfactory inspection.
- B. **Communication Equipment:** When manually operated winches are used to pull the television camera through the main, two-way radio or other suitable means of communication shall be set up between the two manholes of the section being inspected to insure good communications between members of the crew.

## PART 3 - EXECUTION

### 3.1 CAMERA MOVEMENT

- A. The camera shall be moved through the main in either direction at a moderate rate, panning for laterals and stopping when necessary to permit proper documentation of the wastewater main's condition. In no case will the television camera be pulled at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the wastewater main's conditions shall be used to move the camera through the wastewater main.

### 3.2 DISTANCE MEASUREMENTS

- A. The importance of accurate distance measurements is emphasized. Measurement for location of defects shall be above ground by means of a meter device. Marking on the cable or the like, which would require interpolation for depth of manhole will not be allowed. Accuracy of the distance meter shall be checked by use of a walking meter, roll-a-tape, or other suitable device, and the accuracy shall be satisfactory to the Engineer.

### 3.3 DOCUMENTATION

- A. Documentation of the television results shall be as follows:
1. Television Inspection Logs: Printed location records shall be kept by the Contractor and will clearly show the location in relation to an adjacent manhole of each infiltration point observed during inspection. In addition, other points of significance such as locations of building wastewater mains, unusual conditions, roots, storm sewer connections, broken pipe, presence of scale and corrosion, and other discernible features will be recorded and a copy of such records will be supplied to the Owner.
  2. Photographs: Photographs of the television inspection, if required, shall be made with instant developing 35 mm or other standard size photographic film. Photographs shall be at the request of the Engineer, as long as such it does not interfere with the Contractor's operations.
  3. DVD Recordings: The purpose of DVD recording shall be to supply a visual and audio record of problem areas of the mains that may be replayed. DVD recording playback shall be at the same speed that it was recorded. Slow motion or stop-motion playback features will be supplied. The Contractor shall have all DVD and necessary playback equipment readily accessible for review by the Engineer during the Project, after which time the DVD will be turned over to the Owner at the completion of the project.

### 3.4 METHOD OF MEASUREMENT AND PAYMENT

- A. Payment for providing pre-construction television inspection as specified in this section shall be incidental and inclusive in the applicable unit price bid item.
- B. Payment for providing post-construction television inspection as specified in this section will be in accordance with the payment schedule in the Bid Proposal.

END OF SECTION 02542

## SECTION 02543 - CURED-IN-PLACE SANITARY SEWER LINE RECONSTRUCTION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. It is the intent of this Specification to provide for the reconstruction of pipelines and conduits by the installation of a resin-impregnated flexible tube, which is formed to the original conduit by use of a hydrostatic head. The resin is cured using hot water under hydrostatic pressure within the tube. The Cured-In-Place Pipe (CIPP) shall be continuous and tight fitting.
- B. The Contractor shall submit engineering calculations for liner thickness using ASTM F 1216 and sealed by a Registered Professional Engineer for approval by the Owner prior to the start of work.

#### 1.3 REFERENCED DOCUMENTS

- A. This Specification references ASTM F 1216 (Rehabilitation of Pipelines by the Inversion and Curing of a Resin-Impregnated Tube), and ASTM D 790 (Test Methods for Flexural Properties of Un-Reinforced Plastics), which are made a part hereof by such reference and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and these referenced documents, this specification will govern.

#### 1.4 PRODUCT, MANUFACTURER, CONTRACTOR QUALIFICATION REQUIREMENTS

- A. In order to minimize the Owner's risk, only proven products with substantial successful long-term track records will be approved. All trenchless rehabilitation products and contractors must be approved by the Owner for the bid to be acceptable.
- B. Products and Contractors seeking approval must meet all of the following criteria to be deemed Commercially Acceptable:
  - 1. For a *Product* to be considered Commercially Proven, a minimum of 1,000,000 linear feet or 4,000 manhole-to-manhole line sections of successful wastewater collection system installations in the U. S. must be documented to the satisfaction of the Owner to assure commercial viability.
  - 2. For a *Contractor* to be considered as Commercially Proven, the Contractor must satisfy all insurance, financial, and bonding requirements of the Owner, and must have had at least 5 (five) years active experience in the commercial installation of the product bid. In addition, the Contractor must have successfully installed at least 50,000 feet of the product bid in wastewater collection systems. Acceptable documentation of these minimum installations must be submitted to the Owner.

3. Sewer rehabilitation products submitted for approval must provide *Third Party Test Results* supporting the long-term performance and structural strength of the product and such data shall be satisfactory to the Owner. No product will be approved without independent third party testing verification.
4. Both the rehabilitation manufacturing and installation processes shall operate under a quality management system that is third-party certified to ISO 9001 or other internationally-recognized organization standards. Proof of certification shall be required for approval.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Tube: The tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F 1216, Section 5. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections.
  1. The wetout tube shall have a uniform thickness that when compressed at installation pressures will meet or exceed the design thickness.
  2. The tube, when installed, shall tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during inversion. Overlapped layers of felt in longitudinal seams that cause lumps in the final product shall not be utilized.
  3. The outside layer of the tube (before wetout) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate monitoring of resin saturation during the resin impregnation (wetout) procedure.
  4. The tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.
  5. The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.
  6. Seams in the tube shall be stronger than the unseamed felt.
  7. The outside of the tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 feet. Such markings shall include the manufacturer's name or identifying symbol. The tubes must be manufactured in the USA.
- B. Resin: The resin system shall be a corrosion-resistant polyester, vinyl ester, or epoxy and catalyst system that when properly cured within the tube composite meets the requirements of ASTM F 1216, and the physical properties herein, and those which are to be utilized in the design of the CIPP for this project. The resin shall produce CIPP, which will comply with the structural and chemical resistance requirements of this Specification.
- C. The Contractor is solely responsible for field verification of all pipe diameters and lengths prior to fabrication and installation. The Contractor shall remedy, at no cost to the Owner any defects in the installed resin tube resulting from field measurement errors, concealed changes in diameter, or from errors in diameters and lengths shown in the Unit Price Schedule. Contractor shall determine the minimum length necessary to effectively span the distance between access points.



D. Structural Requirements:

1. Tube: The CIPP shall be designed as per ASTM F1216, Appendix X1. The CIPP design shall assume no bonding to the original pipe wall.
2. The Contractor must have performed long-term testing for flexural creep of the CIPP pipe material installed by his company. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (tube and resin) and general workmanship of the installation and curing. A percentage of the instantaneous flexural modulus value (as measured by ASTM D 790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Values in excess of 50% will not be applied unless substantiated by qualified third-party test data. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in design.
3. The Enhancement Factor 'K' to be used in 'Partially Deteriorated' Design conditions shall be assigned a value of 7. Application of Enhancement (K) Factors in excess of 7 shall be substantiated through independent test data.
4. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If separation of the layers occurs during testing of field samples, new samples will be cut from the work. Any reoccurrence may cause rejection of the work.
5. The cured pipe material (CIPP) shall conform to the structural properties, as listed below.

Minimum Physical Properties  
Cured Composite

<u>PROPERTY</u>	<u>TEST METHOD</u>	<u>per ASTM F 1216</u>	<u>(400k RESIN)</u>
Modulus of Elasticity	ASTM D-790 (short-term)	250,000 psi	400,000 psi
Flexural Stress	ASTM D-790	4,500 psi	4,500 psi

6. The required structural CIPP wall thickness shall be based as a minimum, on the physical properties above and in accordance with the Design Equations in the appendix of ASTM F 1216, and the following design parameters:

Design Safety Factor	= 2.0
Retention Factor for Long-Term Flexural Modulus to be used in Design	= 1% - 60%
<i>(as determined by Long-Term tests described in paragraph 5.2)</i>	
Ovality*	= 2%
Enhancement Factor, k	= See Section 5.3
Groundwater Depth (above invert)*	= ft.
Soil Depth (above crown)*	= ft.
Soil Modulus**	= psi
Soil Density**	= 120 pcf
Live Load**	= H20 Highway
Design Condition	= Fully Deteriorated

\* Denotes information which can be provided here or in inspection video or project construction plans.  
Multiple line segments may require a table of values.

7. Any layers of the tube that are not saturated with resin prior to insertion into the existing pipe shall not be included in the structural CIPP wall thickness computation.
8. Chemical Resistance: The CIPP shall meet the chemical resistance requirements of ASTM F 1216, Appendix X2. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical testing requirements.

9. Hydraulic Capacity: Overall, the hydraulic profile shall be maintained as large as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.
10. CIPP Field Samples: When requested by the Owner, the Contractor shall submit test results from field installations in the USA of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified in Paragraph 2.1.D have been achieved in previous field applications.

E. Installation Responsibilities for Incidental Items:

1. It shall be the responsibility of the Owner to locate and designate all manhole access points open and accessible for the work, and provide rights of access to these points. The Owner shall provide access to water hydrants for cleaning, inversion and other work items requiring water. The Contractor will be responsible for the cost of the water.
2. Cleaning of Sewer Lines: The Contractor, when required, shall remove all internal debris out of the sewer line that will interfere with the installation of CIPP. The Owner shall provide a dumpsite for all debris removed from the sewers during the cleaning operation. Unless stated otherwise, it is assumed this site will be at or near the sewage treatment facility to which the debris would have arrived in absence of the cleaning operation. Any hazardous waste material encountered during this project will be considered as a changed condition.
3. Bypassing Sewage: The Contractor, when required, shall provide for the flow of sewage around the section or sections of pipe designated for repair. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow. The Owner may require a detail of the bypass plan to be submitted.
4. Inspection of Pipelines: Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by close-circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions, which may prevent proper installation of CIPP into the pipelines, and it shall be noted so that these conditions can be corrected. A digital video and suitable log shall be kept for later reference by the Owner.
5. Line Obstructions: It shall be the responsibility of the Contractor to clear the line of obstructions such as solids and roots that will prevent the insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding service connection, dropped joint, or a collapse that will prevent the inversion process, that was not evident on the pre-bid video and it cannot be removed by conventional sewer cleaning equipment, then the Contractor shall request the Owner to make a point repair excavation to uncover and remove or repair the obstruction.
6. Public Notification: The Contractor shall make every effort to maintain service usage throughout the duration of the project. In the event that a service will be out of service, the maximum amount of time of no service shall be 8 hours for any property served by the sewer. A public notification program shall be implemented, and shall as a minimum, require the Contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the work to be conducted, and when the sewer will be off-line. The Contractor shall also provide the following:
  - a. Written notice to be delivered to each home or business the day prior to the beginning of work being conducted on the section, and a local telephone number of

the Contractor they can call to discuss the project or any problems which could arise.

- b. Personal contact with any home or business, which cannot be reconnected within the time, stated in the written notice.
  - c. The Contractor shall be responsible for confirming the locations of all branch service connections prior to installing and curing the CIPP.
7. Installation: CIPP installation shall be in accordance with ASTM F 1216, Section 7, with the following modifications:
- a. Resin Impregnation: The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used. To ensure thorough resin saturation throughout the length of the felt tube, the point of vacuum shall be no further than 25 feet from the point of initial resin introduction. After vacuum in the tube is established, a vacuum point shall be no further than 75 feet from the leading edge of the resin. The leading edge of the resin slug shall be as near to perpendicular as possible. A roller system shall be used to uniformly distribute the resin throughout the tube. If the Contractor uses an alternate method of resin impregnation, the method must produce the same results. Any alternate resin impregnation method must be proven.
  - b. Tube Insertion: The wetout tube shall be positioned in the pipeline using the inversion method. The tube should be inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.
  - c. Temperature gauges shall be placed inside the tube at the invert level of each end to monitor the temperatures during the cure cycle.
  - d. Curing shall be accomplished by utilizing hot water under hydrostatic pressure or steam pressure in accordance with the manufacturer's recommended cure schedule. A cool-down process shall be conducted that complies with the resin manufacturer's specification.

F. Reinstatement of Branch Connections:

1. The Contractor shall be responsible to reinstate each service without excavation, utilizing a remote controlled cutting device, monitored by a video TV camera. The service connection shall be cut at 95% of the opening with the remaining brushed into the lateral using a wire brush to provide a smooth transition from the main line to the service lateral. The Contractor shall certify he has a minimum of two complete working cutters plus spare key components on the site before each inversion. The Contractor must provide with his bid demonstrated successful experience with internal reinstatement of services located on 6-inch diameter sewer mains.
2. The Owner reserves the right to reinstate service connections externally with its own forces. The Owner will coordinate with the Contractor after the pre-TV video has been reviewed to determine which services, if any, will be reinstated externally. **No lining work shall be scheduled until the Owner and Contractor have reviewed all pre-TV video.** All work that will require the Owner to reinstate service connections externally shall be performed during normal business hours on Monday through Friday. Owner crews will not work on Saturday or Sunday, without prior written approval from the Owner. The Contractor's work schedule shall take into account the Owner crew's availability for work. Additional internal reinstatements by Contractor may be required if external excavation is deemed inappropriate by the Owner.

- G. Inspection / Quality Control:
1. **CIPP samples shall be prepared for each installation designated by the Owner, approximately 20% of the project's installations.** CIPP samples shall be prepared and physical properties tested in accordance with ASTM F 1216. The flexural properties must meet or exceed the values listed in Table 1 of the applicable ASTM. All testing shall be paid for by the Contractor.
  2. Wall thickness of samples shall be determined as described in paragraph 8.1.6 of ASTM F 1743. The minimum wall thickness at any point shall not be less than 87½% of the design thickness as calculated in Paragraph 2.1.D of this document.
  3. Visual inspection of the CIPP shall be in accordance with ASTM F 1743, Section 8.6.
- H. Cleanup: Upon acceptance of the installation work and testing, the Contractor shall restore the project area affected by the operations to a condition at least equal to that existing prior to the work.
- I. Payment: Payment for the work included in this section will be in accordance with the prices set forth in the proposal for the quantity of work performed.

### PART 3 - EXECUTION

#### 3.1 CURED-IN-PLACE LATERAL RECONSTRUCTION FROM SANITARY SEWER LINE

- A. Intent: It is the intent of this portion of the Specification to provide for the reconstruction of service lateral sanitary sewer lines, normally without excavation, by the installation of a resin impregnated, flexible, non-woven felt tube inverted into the existing service lateral utilizing a pressure apparatus positioned in the sewer line pipe. Curing shall be accomplished by circulating hot water or other approved method to cure the resin into a hard impermeable cured-in-place pipe liner. When cured, the liner should extend over the length of the inversion in a continuous tight-fitting, watertight pipe-within-a-pipe to effect a junction with the reconstructed sewer line pipe.
- B. Reference Specifications: This Specification references ASTM test methods which are made a part hereof by such reference and shall be the latest edition and revision thereof.
- C. General Corrosion Requirements: The finished cured-in-place pipe shall be fabricated from materials which when cured will be chemically resistant to withstand internal exposure to domestic sewage.
1. All constituent materials will be suitable for service in the environment intended. The final product will not deteriorate, corrode or lose structural strength that will reduce the projected product life.
  2. In industrial areas subject to possible flows other than domestic sewage, the Owner shall obtain samples of the dry weather sewage flow to be analyzed for chemical content. This analysis shall be supplied to the Contractor for his information.
- D. Cured-In-Place Pipe Materials:
1. The liner shall be fabricated to a size that when installed will neatly fit the internal circumference of the conduit specified by the Owner. Allowance shall be made for circumferential stretching during insertion.

2. The minimum length shall be that deemed necessary by the Contractor to effectively span the distance from the lateral connection at the main to the desired termination location in the service lateral pipe. For the purpose of this Specification, the termination point shall be a distance within 18 inches of the intersection of the resident cleanout at the property line. The Contractor shall verify the lengths in the field before impregnation.
3. Unless otherwise specified, the Contractor shall furnish a specially designed, unsaturated, polyester resin and catalyst system compatible with the cured-in-place process that provides cured physical strengths specified herein.

E. Physical Strength:

1. The structural performance of the finished pipe must be adequate to accommodate all anticipated loads throughout its design life. No cured-in-place pipe reconstruction technology will be allowed that requires bonding to the existing pipe for any part of its structural strength. Only resin vacuum impregnation will be allowed. If reinforcing materials (fiberglass, etc.) are used, the reinforcing material must be fully encapsulated within the resin to assure that the reinforcement is not exposed, either to the inside of the pipe or at the interface of the CIPP and the existing pipe.
2. Design methods are to be derived from traditionally accepted pipe formulae for various loading parameters and modes of failure. All equations will be modified to include ovality as a design parameter. The design method shall be submitted to the Engineer for approval prior to installation.
3. The cured-in-place pipe shall conform to the minimum structural standards as listed below:

<u>PROPERTY</u>	<u>ASTM STANDARD</u>	<u>RESULTS</u>
Flexural Stress	ASTM D 790	4,500 psi
Flexural Modulus of Elasticity	ASTM D 790	250,000 psi

**NOTE TO DESIGNER:** Values shown are for commonly used polyester resins in the United States at the time of this writing. Values for non-typical polyesters, vinyl esters, and epoxies should be substituted when applicable. Unless otherwise specified, these values shall be supported using lab test samples.

4. Deviations: The Contractor shall submit his price proposal for the appropriate length, diameter and thickness designated in the proposal section. The deterioration of service laterals is an ongoing process. Should pre-construction inspections reveal the service laterals to be in substantially different conditions than those in the design considerations, the Contractor shall request such changes in liner thickness, supporting such request with design data. The deviation, if approved, shall be reflected by the appropriate addition or reduction in the unit cost for that size as shown in the optional portion of the proposal section.
5. Installation Preparations: The following installation procedures shall be adhered to unless otherwise approved by the Owner's representative:
  - a. Access: The Owner shall ensure that a cleanout or access point exists at or beyond the termination point of the length of service lateral to be rehabilitated, to allow for the passage of the required cleaning and video equipment. The point of access shall be constructed of materials which provide a 4 inch minimum diameter circular opening.
  - b. Safety: The Contractor shall carry out his operations in strict accordance with all applicable OSHA standards. Particular attention is drawn to those safety requirements involving entering confined spaces.

- c. Cleaning of Sewer Line: It shall be the responsibility of the Contractor to verify, prior to installation, that all internal debris has been removed from the sewer line. Internal debris consists of broken pipe sections, roots, loose gravel, etc.
  - d. Inspection of Pipelines: Inspection of pipelines shall be performed by experienced personnel trained in locating breaks and obstacles by closed-circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of the lateral liner into the pipelines, and it shall be noted so that these conditions can be corrected. A video and suitable log shall be kept for later reference by the Owner.
  - e. Bypassing Sewage: The Contractor, when required, shall provide for the flow of sewage around the section or sections of sewer line pipe where the service lateral designated for lining is located. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow.
  - f. It is required that the service lateral be inactive during the time of installation. This is normally accomplished by turning off the homeowner's services or requesting that the homeowner relinquish using his services during the period of installation.
  - g. Line Obstructions: It shall be the responsibility of the Contractor to clear the line of obstructions such as solids, dropped joints, roots or collapsed pipe that will prevent the insertion of the cured-in-place liner. If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, then the Owner shall make a point repair excavation to uncover and remove or repair the obstruction.
  - h. The sewer line pipe opening shall be prepared to accept the lateral CIPP and the reconstructed sewer line pipe shall be maximized to obtain the best possible connection.
- F. Installation of Lateral Lining: The Contractor shall designate a location where the liner will be vacuum impregnated prior to installation. The Contractor shall allow the Owner's representative to inspect the materials and "wet-out" procedure. A catalyst system compatible with the resin and liner shall be used.
- 1. The wet-out liner shall be loaded inside a pressure apparatus above ground. The pressure apparatus, with an end attached to a robotic device, shall be winched through the sewer line pipe to the service connection. The robotic device, together with a television camera, will be used to position the pressure apparatus' inversion elbow at the service connection opening. Air pressure, supplied to the pressure apparatus through an inversion hose, shall be used to invert the wet-out liner through the lateral pipe. The inversion head will be adjusted to be of sufficient pressure to cause the impregnated liner to invert completely in the lateral pipe and hold the tube tight to the pipe wall. Care shall be taken during the curing process so as not to overstress the Insitutube.
  - 2. Curing: In most circumstances, an accelerated ambient-temperature curing resin system will be utilized. However, if a heat cure is required, the Contractor shall supply a suitable heat source and water recirculation equipment. The equipment shall be capable of delivering hot water or other approved heating medium throughout the section by means of a pre-strung hose to uniformly raise the water temperature above the temperature required to effect a cure of the resin. This temperature shall be determined by the resin/catalyst system employed.
  - 3. If a heat cure is required, the heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing water supply. Water temperature in the line during the cure period shall be recommended by the resin manufacturer.

4. Initial cure shall be deemed to be completed when inspection of the exposed portions of the cured in place pipe appear to be hard and sound and the temperature gauge indicates that the temperature is of a magnitude to realize an exotherm. The cure period shall be of a duration recommended by the resin manufacturer, as modified for the installation process.
  5. Cool-Down: The Contractor shall cool the hardened cured in place pipe to a temperature below 100°F before relieving the pressure in the pressure apparatus. Cool-down may be accomplished by the introduction of cool air into the pressure apparatus to replace water being forced out of the pressure apparatus. Care shall be taken to maintain proper pressure throughout the cure and cool-down period.
  6. Finish: The finished CIPP shall be continuous over the entire length of an inversion run and be free of dry spots, lifts, and delamination. The lateral CIPP shall not inhibit the closed-circuit television post video inspection of the sewer line or service lateral pipes.
  7. During the warranty period, any defects which will affect the integrity or strength of the cured-in-place liner shall be repaired at the Contractor's expense in a manner mutually agreed upon by the Owner and the Contractor.
  8. After the work is completed, the Contractor will provide the Owner a video showing the completed work including the restored conditions.
- G. Cleanup: Upon acceptance of the installation work, the Contractor shall reinstate the project area affected by his operations.
- H. Payment: Payment for the work included in this section will be in accordance with the prices set forth in the proposal for the quantity of work performed.

### 3.2 CURED-IN-PLACE LATERAL RECONSTRUCTION FROM CLEANOUT OR ACCESS PIT

- A. Intent: It is the intent of this portion of the Specification to provide for the reconstruction of service lateral sanitary sewer lines, normally without excavation, by the installation of a resin impregnated, flexible, non-woven felt tube. The resin-impregnated tube shall be installed in the existing service lateral utilizing a pull rope or a push rod. The curing method shall be suitable for the selected resin, such that the resin produces a hard, impermeable cured-in-place pipe liner. When cured, the liner should extend throughout the initially defined and agreed upon length in a jointless, continuous, tight-fitting, watertight pipe-within-a-pipe to effect a junction with the reconstructed sewer line pipe.
- B. Reference Specifications: This Specification references ASTM test methods which are made a part hereof by such reference and shall be the latest edition and revision thereof.
- C. General Corrosion Requirements: The finished cured-in-place pipe shall be fabricated from materials which when cured will be chemically resistant to withstand internal exposure to domestic sewage.
1. All constituent materials will be suitable for service in the environment intended. The final product will not deteriorate, corrode or lose structural strength that will reduce the projected product life.
  2. In industrial areas subject to possible flows other than domestic sewage, the Owner shall obtain samples of the dry weather sewage flow to be analyzed for chemical content. This analysis shall be supplied to the Contractor for his information.

- D. Cured-In-Place Materials: The liner shall be fabricated to a size that when installed will neatly fit the internal circumference of the conduit specified by the Owner. Allowance shall be made for circumferential stretching during insertion.
1. The minimum length span the distance from the cleanout or access pit to the lateral connection at the main. The Contractor shall verify the lengths in the field before impregnation.
  2. Unless otherwise specified, the Contractor shall furnish a specially designed, unsaturated, polyester resin and catalyst system compatible with the cured-in-place process that provides cured physical strengths specified herein.
- E. Physical Strength: The structural performance of the finished pipe must be adequate to accommodate all anticipated loads throughout its design life. No cured-in-place pipe reconstruction technology will be allowed that requires bonding to the existing pipe for any part of its structural strength. Only resin vacuum impregnation will be allowed. If reinforcing materials (fiberglass, etc.) are used, the reinforcing material must be fully encapsulated within the resin to assure that the reinforcement is not exposed, either to the inside of the pipe or at the interface of the CIPP and the existing pipe.
1. Design methods are to be derived from traditionally accepted pipe formulae for various loading parameters and modes of failure. All equations will be modified to include ovality as a design parameter. The design method shall be submitted to the Engineer for approval prior to the pre-bid conference.
  2. The cured-in-place pipe shall conform to the minimum structural standards as listed below:

<u>PROPERTY</u>	<u>ASTM STANDARD</u>	<u>RESULTS</u>
Flexural Stress	ASTM D 790	4,500 psi
Flexural Modulus of Elasticity	ASTM D 790	250,000 psi

**NOTE TO DESIGNER:** Values shown are for commonly used polyester resins in the United States at the time of this writing. Values for non-typical polyesters, vinyl esters, and epoxies should be substituted when applicable. Unless otherwise specified, these values shall be supported using lab test samples.

3. Deviations: The Contractor shall submit his price proposal for the appropriate length, diameter and thickness designated in the proposal section. The deterioration of service laterals is an ongoing process. Should pre-construction inspections reveal the service laterals to be in substantially different conditions than those in the design considerations, the Contractor shall request such changes in liner thickness, supporting such request with design data. The deviation, if approved, shall be reflected by the appropriate addition or reduction in the unit cost for that size as shown in the optional portion of the proposal section.
4. Installation Preparations: The following installation procedures shall be adhered to unless otherwise approved by the Owner's representative.
  - a. Access: The Owner shall ensure that a cleanout or access point exists at or beyond the termination point of the length of service lateral to be rehabilitated, to allow for the passage of the required cleaning and video equipment and the pull-in of the impregnated tube. The point of access shall be constructed of materials which provide a 4 inch minimum diameter circular opening.
  - b. Safety: The Contractor shall carry out his operations in strict accordance with all applicable OSHA standards. Particular attention is drawn to those safety requirements involving entering confined spaces.



- c. Cleaning of Sewer Line: It shall be the responsibility of the Contractor to verify, prior to installation, that all internal debris has been removed from the sewer line. Internal debris consists of broken pipe sections, roots, loose gravel, etc.
  - d. Inspection of Pipelines: Inspection of pipelines shall be performed by experienced personnel trained in locating breaks and obstacles by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of the lateral liner into the pipelines, and it shall be noted so that these conditions can be corrected. A video and suitable log shall be kept for later reference by the Owner.
  - e. Bypassing Sewage: The Contractor, when required, shall provide for the flow of sewage around the section or sections of sewer line pipe where the service lateral designated for lining is located. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow.
  - f. It is required that the service lateral be inactive during the time of installation. This is normally accomplished by turning off the homeowner's services or requesting that the homeowner relinquish using his services during the period of installation.
  - g. Line Obstructions: It shall be the responsibility of the Contractor to clear the service lateral line of obstructions such as solids, dropped joints, roots or collapsed pipe that will prevent the insertion of the cured-in-place pipe. If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, then the Owner shall make a point repair excavation to uncover and remove or repair the obstruction.
5. Installation of Cured-In-Place Lateral Lining: The Contractor shall designate a location where the liner will be vacuum impregnated prior to installation. The Contractor shall allow the Owner's representative to inspect the materials and "wet-out" procedure. A catalyst system compatible with the resin and liner shall be used.
- a. The wet-out liner shall be attached to a pull cable strung from the lateral through the main line and to the downstream manhole. The liner is then pulled through the lateral until the liner end reaches the required location. The liner is then inflated with water, air or other appropriate medium to fully expand the liner and press it firmly against the walls of the existing lateral pipe.
  - b. Curing: In most circumstances, an accelerated ambient-temperature curing resin system will be utilized, however if a heat cure is required, the Contractor shall supply a suitable heat source and water recirculation equipment. The equipment shall be capable of delivering hot water or other approved heating medium throughout the section by means of a pre-strung hose to uniformly raise the water temperature above the temperature required to effect a cure of the resin. This temperature shall be determined by the resin/catalyst system employed.
  - c. If a heat cure is required, the heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing water supply. Water temperature in the line during the cure period shall be recommended by the resin manufacturer.
  - d. Initial cure shall be deemed to be completed when inspection of the exposed portions of the Insitu pipe appear to be hard and sound and the temperature gauge indicates that the temperature is of a magnitude to realize an exotherm. The cure period shall be of a duration recommended by the resin manufacturer, as modified for the installation process.
  - e. Cool-Down: The Contractor shall cool the hardened Insitu pipe to a temperature below 100°F before relieving the pressure in the pressure apparatus. Cool-down

may be accomplished by the introduction of cool air into the pressure apparatus to replace water being forced out of the pressure apparatus. Care shall be taken to maintain proper pressure throughout the cure and cool-down period.

- f. Finish: The finished CIPP shall be continuous over the entire length of an inversion run and be free of dry spots, lifts, and delamination. The lateral CIPP shall not inhibit the closed circuit television post video inspection of the sewer line or service lateral pipes.
  - g. During the warranty period, any defects which will affect the integrity or strength of the cured-in-place liner shall be repaired at the Contractor's expense in a manner mutually agreed upon by the Owner and the Contractor.
  - h. After the work is completed, the Contractor will provide the Owner a video showing the completed work including the restored conditions.
- 6. Cleanup: Upon acceptance of the installation work, the Contractor shall reinstate the project area affected by his operations.
  - 7. Payment: Payment for the work included in this section will be in accordance with the prices set forth in the proposal for the quantity of work performed.

### 3.3 CURED-IN-PLACE PIPE FOR TRENCHLESS PIPELINE POINT REPAIR

- A. Intent: It is the intent of this Specification to provide for the reconstruction of short lengths of pipelines and conduits by the installation of a resin-impregnated flexible Tube which is inflated in a short length of the pipeline to form a hard, impermeable, corrosion-resistant pipe within a pipe. When cured, the cured-in-place-pipe (CIPP) will be formed to the original conduit. This reconstruction process can be used in a variety of gravity applications such as sanitary sewers and storm sewers.
- B. This is a standard Specification and may require modification for specific job conditions.
- C. Materials:
  - 1. Tube: The tube should consist of one or more layers of flexible needled felt, sewn to the prescribed circumference and length. It shall be capable of carrying resin, withstanding installation pressures and curing temperatures. The tube should be compatible with the resin system used. The tube shall be sewn to a size that, when installed, will form to the internal circumference of the original pipe. Allowance should be made for circumferential stretching during installation.
  - 2. Resin: A corrosion-resistant, unsaturated, styrene-based, thermoset resin and catalyst system or an epoxy resin and hardener that is compatible with the installation process should be used. The CIPP can be expected to have as a minimum structural properties given in the table below:

<u>PROPERTY</u>	<u>TEST METHOD</u>	<u>MIN. VALUE*</u>
Flexural Stress	D 790	4,500 psi
Flexural Modulus	D 790	250,000 psi

*\*NOTE:* The values are considered minimum for field inspection. The purchaser should consult the Contractor for the particular resin system to be used for the long-term design properties.

- 3. Structural Requirements: The CIPP shall be designed as per ASTM F1216, Appendix X.1, taking into consideration the condition of the existing pipe.
- 4. Installation: The tube shall be thoroughly wetout with the catalyzed resin using a vacuum impregnation process. If the repair section is over 25 ft. in length, an immediate vacuum point shall be established and closed when the resin approaches that point.

- a. The tube shall be properly oriented and loaded into the carrier train for proper installation over the repair area.
  - b. The carrier train shall be winched to the damaged area and positioned by closed-circuit TV camera guiding the installation. The installation shall follow the manufacturer's recommended procedures for inflation and curing of the repair.
  5. Testing Requirements - Hydraulic Capacity: Calculations must support that the finished CIPP point repair will allow for at least 100% of the full flow capacity of the original host pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the original pipe material. A typical roughness coefficient for the CIPP product is 0.010.
  6. Inspection: The installation may be inspected visually if appropriate, or by closed-circuit television. Variations from true line and grade may be inherent because of the conditions of the original piping.
    - a. The finished CIPP should be continuous over the length of the repair area plus no less than 6 inches on either side extending into structurally sound pipe.
  7. Cleanup: Upon acceptance of the installation work and testing, the Contractor shall reinstate the project area affected by the operations.
  8. Payment: Payment for the work included in this section will be in accordance with the prices set forth in the proposal for the quantity of work performed.
- D. Cleaning and Internal Television Inspection of Existing Sanitary Sewers:
1. General: This section includes provision of cleaning operations, inspection, and closed-circuit television monitoring operations, and all associated work for the sizes and lengths of sewers encountered. Cleaning, debris/solids/root removal, and internal television before and after the installation of CIPP is considered subsidiary to the cost for installing the CIPP liner. No additional payment will be made for this item.
    - a. All sewers to be inspected shall be cleaned as hereinafter specified except when cleaning is not directed by the Owner.
    - b. It is not required that television inspection be provided by the Contractor during the cleaning operation. However, he may do so at his own expense.
    - c. Contractor's cleaning operations and line inspections are generally limited to 7:00 a.m. to 5:00 p.m. on Monday through Friday except holidays unless previously approved by Owner.
    - d. Contractor shall provide traffic control personnel during operations to maintain safety of all personnel and public traffic maintenance.
    - e. Contractor shall plug each sewer segment and allow to drain prior to performing internal inspection if flow levels exceed 25 percent of pipe diameter.
    - f. If the specified low flow levels are not achievable using flow through plugs or by scheduling inspection during low flow hours, the Owner may authorize the inspection above these flow levels.
    - g. The Contractor shall be responsible for any backups in the sanitary sewer system caused by the cleaning and/or TV operation. Any damage to property, both public and private, including but not limited to backup into homes, businesses, etc., shall be repaired, cleaned or replaced to the satisfaction of the owner of such property at no cost to the Owner.
  2. Materials - Equipment: The Contractor shall allow the Owner to become familiar with Contractor's equipment before commencement of work.
  3. Materials - Cleaning Equipment: The Contractor shall provide all equipment necessary for proper flushing and cleaning of the sewers in the sizes indicated prior to television inspection. Hydraulic high pressure sewer cleaners used for sanitary sewer cleaning shall be specifically designed and constructed for such cleaning. The sewer cleaner shall have a minimum usable water capacity of 600 gallons and a pump capable of delivering at least 30 gallons per minute (gpm) at 1,000 psi. Pressure to the nozzle shall be regulated

- by a relief valve adjustable from 0 to 1,500 psi minimum. The equipment will be subject to approval by the Owner.
- a. Satisfactory precautions shall be taken to protect the sewer lines from damage that might be inflicted by the improper use of cleaning equipment. Sewers damaged as a result of the Contractor's operations shall be promptly repaired by the Contractor at no cost to the Owner.
  - b. All equipment, devices, and tools required for this contract shall be owned (or leased) and operated by the Contractor.
4. Materials- Television Equipment: The television cameras used for the inspection shall be specifically designed and constructed for such inspection and shall provide a color picture. Lighting for the camera shall be suitable to allow a clear picture for the entire periphery of the pipe, acceptable to the Owner. The camera shall be operative in 100 percent humidity conditions, have 360° rotate and 290° pan capability, a minimum of 3 lux light capability, and shall have a minimum of 600 line resolutions. The camera equipment must have the capability of being mounted on skids and winched through the sewer lines if required by the condition of the lines.
- a. The Contractor shall also provide a color mini-camera based closed-circuit television inspection system. This system will be used to remotely inspect service laterals from the cleanout. Picture quality should be of a degree of quality to allow a thorough evaluation of service lateral condition.
  - b. Digital recording equipment will be required for all video. The video that will be provided to Owner shall be DVD format.
  - c. The Contractor shall provide equipment for viewing of the inspection as it takes place.
5. Cleaning Operations – Sewers: Existing flows shall not be interrupted for periods longer than one hour. Sewage diverted during cleaning operations shall be returned to the sanitary system and not discharged into the streams or storm drain system. Cleaning of these sewers may be by means of hydraulic high pressure jetting or other equipment as needed.
- a. Jet machines may be refilled from fire hydrants in a manner acceptable to the Owner. The Contractor is responsible for any adverse impact on the water distribution system resulting from his filling operations. Water will be available at no cost to the Contractor from fire hydrants acceptable to the Owner. A backflow prevention valve is required on Contractor's equipment during filling operations.
  - b. Cleaning shall generally be performed prior to closed-circuit television inspection. The cleaning operations shall be conducted no more than 48 hours in advance of television inspection of the sewer line.
  - c. Unless other methods are authorized by the Owner, light hydraulic cleaning shall be performed for all main sewers to be inspected. Three attempts shall be made, if necessary, by the Contractor unless directed otherwise by the Owner. If the line is still not suitable for TV inspection, then heavy cleaning shall be recommended to Owner.
  - d. Remove all sludge, dirt, sand, grease, roots, rocks, gravel, and other materials from the pipe and collect and remove resulting debris from the downstream manhole of the sewer section being cleaned. Passing material from sewer section to sewer section will not be permitted. An approved dam or weir shall be constructed in the downstream manhole in such a manner that debris and solids will be trapped and retained.
  - e. Roots shall be removed in the sections designated by the Owner where root intrusion is a problem. Special precautions should be exercised to assure removal of visible roots from the joint area which could hinder normal flow or interfere with any rehabilitation or repair techniques that may be performed. The use of mechanical devices such as kites, balls, rodding machines, root cutters, porcupines, and hydraulic procedures such as high-pressure jet cleaners shall be used, as

- required. This work will be documented with video, before and after removal of the roots, as directed by the Owner.
- f. Disposal of Debris: Under no circumstances shall sewage or solids be dumped onto the ground surface, street or into ditches, catch basins or storm drains.
    - 1) All solids or semi-solids resulting from the operations shall be removed from the site by the Contractor unless authorized or directed otherwise by the Owner. Trucks hauling solids or semi-solids from the site shall be watertight so that no leakage or spillage will occur.
    - 2) Disposal will be the responsibility of the Contractor.
  - g. Recleaning: If a pipeline is found not to be properly cleaned (by visual inspection, video review, or field analysis) in the opinion of the Owner, the television equipment shall be removed and the sewer re-cleaned at no expense to the Owner.
6. Inspection Operations – Camera Work: When the Owner directs that no cleaning shall be performed prior to the inspection and stringing the line is required, the Contractor shall string the line by approved means so as not to disturb the existing sewer line conditions.
- a. The inspections shall be done one sewer section at a time. The section being inspected shall be isolated from the remainder of the sewer in a manner approved by the Owner. Such method will include plugging all upstream flow if necessary. Plugs shall be secure to remain in place and operations conducted to prevent backflow into buildings.
  - b. The camera shall be inserted in the upstream manhole of the line segment and moved through the line at a uniformly slow rate (maximum 30 feet/minute), stopping at defective joints, all defects and each service connection to allow adequate evaluation by Owner. In addition, the pan/tilt feature of the camera shall be utilized at each service connection and lateral to provide a clear picture for determination of condition by the Owner, and whether the line is plugged or active. If the line segment to be televised has a cleanout on the upstream end, then the inspection will begin at the downstream manhole.
  - c. If progress of the television camera is impeded or stopped by roots in the sewer reach being inspected, the camera shall be withdrawn, at the direction of the Owner. The camera shall then be reinserted at the other manhole of the sewer reach and the television inspection resumes. If the camera is stopped by roots or debris that, in the opinion of the Owner, should have been removed by the cleaning operation, the camera shall be removed and the line re-cleaned at no additional cost to the Owner. Once the recleaning is complete, the Contractor shall televise the line segment. The cost to re-televising is considered subsidiary to the work and paid for one time at the unit cost per foot of pipe actually televised.
  - d. Other obstruction may be encountered during the course of the internal inspection that prevent the travel of the camera. Should an obstruction not be passable, the Contractor shall withdraw the equipment and begin internal inspection from the opposite end of the sewer reach. Should additional obstructions be encountered after the re-employment and no means are available for passing the obstruction without damage to the equipment, then the remaining sections of the sewer not inspected shall be excluded from the work requirements of the contract. Cost related to difficulties encountered during internal inspections will not be measured for payment nor constitute additional cost to the Contract Price, but will be considered as incidental to the contract.
  - e. The Owner will provide for removal of equipment that may become lodged in the sanitary sewer line unless Owner is requested not to inspect a specific sanitary sewer segment. The Owner is not responsible for damage of the television (TV) camera and its associated equipment during the retrieval process.
7. Inspection Operations – Viewing: Telephones, portable radio, CB, walkie talkies, or other electronic means of communications must be set up where voice or manual communications is not feasible.

- a. The Contractor shall provide facilities for the purpose of viewing the monitor while the inspection is in progress.
8. Inspection Operations - Record Logs: Measurement for location of defects in sewer mains shall be at the ground level by means of a meter device. Marking on cable or the like which requires interpolation for depth of manhole will not be allowed. Measurement meters shall be accurate to 0.2 feet. A measuring target in front of the television camera shall be used as an exact measurement reference point, and the meter reading shall show this exact location of the measurement reference point. The first feature out of the manhole or cleanout will be measured and used as the initial reference point. If a buried manhole is encountered during the internal TV inspection, the footage will be reset to zero and that segment shall be treated as a new line segment. The Owner's field representative shall instruct the Contractor on the numbering procedure for this new manhole.
- a. The Contractor shall furnish all video equipment and DVD media for digital recording. No reel to reel video recording equipment or VHS tapes will be permitted. In the course of inspection, all sewer sections will be videoed in their entirety.
  - b. Defects shall be described and quantified verbally on the video by the Contractor. Where appropriate, existing landmarks shall be identified.
  - c. The video will be reviewed by the Owner for focus, lighting, clarity of view, and technical quality. The Contractor shall maintain sharp focus, proper lighting, and clear, distortion free viewing during the camera operations. The Contractor shall maintain plugging and eliminate steam in the line for the duration of the inspection. Failure to maintain these conditions will result in rejection of the video by the Owner. Any sewer line whose video is not acceptable to the Owner will be re-televised at no expense to the Owner.
  - d. Each individual video shall be properly labeled by the Contractor prior to submittal to the Owner. The label shall list the Owner's sewer line segment number, data, City of Batesville, name of Contractor, and video number.
  - e. Each setup shall be described visually (by superimposing a descriptive caption on the video which identifies critical information) and described audibly on the video recording, both at the initiation and at the conclusion of the setup. The line segment shall be described by the Owner's segment number which includes both basin and manhole numbers. The video counter number shall be voiced on the video recording and written on the record logs both at the initiation and conclusion of each setup. In addition, the video counter number and a brief description of all service laterals, cleanouts, and defects shall be audibly indicated on the video recording.
  - f. The Contractor shall be responsible for verifying that each service connection is active at the time of initial TV inspection. The Contractor shall be responsible for dye testing service connections that cannot be verified by visual inspection alone. No work shall be performed on any sewer lines until ALL services have been verified. Reinstatement of "dead" service connections will not be permitted.
  - g. A printed report shall be furnished for each line segment televised. The report will contain the location of service laterals, the status of the laterals, location of cleanouts, the status of the cleanouts and the location and description of any defects.

END OF SECTION 02543

## SECTION 02645 - LOW-PRESSURE AIR TESTING OF GRAVITY SEWER LINES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This section sets forth requirements of the materials, procedures, and acceptable results required for low-pressure air testing of gravity sewer lines to determine watertightness. On all gravity flow sewers, the Contractor shall conduct low-pressure air tests on the various sections of pipe by use of equipment manufactured for this purpose. Low-pressure air testing is used to indicate damaged piping or improper jointing by measuring the rate at which air escapes under pressure. This method shall not be intended to show water leakage limits and shall not be used as a quantitative measure of leakage under service conditions.

#### 1.3 APPLICABLE STANDARDS

- A. ASTM F 1417, "Installation Acceptance of Plastic Gravity Sewer Lines Using Low-Pressure Air," latest revision.
- B. UNI-B-6, "Recommended Practice for Low-Pressure Air Testing of Installed Sewer Pipe," latest revision.

### PART 2 - PRODUCTS

#### 2.1 GENERAL

- A. Air Compressor, Regulator, and Gauge: The air compressor shall be a portable air source with a main shutoff valve and a regulator to avoid over-pressurizing and possibly damaging an otherwise acceptable line. The compressor shall also have a 9.0 psi pressure relief valve, input pressure gauge, and a continuous monitoring pressure gauge. The equipment test gauge shall have a range of at least 0-10 psi with minimum increments of 0.10 psi and an accuracy of at least  $\pm 0.04$  psi.
- B. All necessary equipment to perform the air test in accordance with these Specifications shall be provided by the Contractor.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. After the sewer line has been installed and after manholes have been constructed, the Contractor shall proceed to air test all gravity sewer lines in accordance with ASTM F 1417 time-pressure drop method and UNI-B-6 to determine if the sewers are free of breaks and other defects which may permit excessive infiltration or leakage.
- B. Procedure: Prior to testing, the line shall be flushed to eliminate debris. The low-pressure air test shall be conducted by plugging each opening in the reach of pipe to be tested, including all branches, laterals, wyes, tees, and stubs. All plugs shall be designed to resist internal testing pressures without the aid of external bracing or blocking; however, external bracing may be used as an added precaution. Plugs shall be braced securely, and one (1) of the plugs provided shall have an inlet tap or other provision for connecting an air hose. After connecting the air control equipment to the air hose, the air pressure shall be monitored so the internal pressure is approximately 4.0 psi but not exceeding 5.0 psi. The starting test pressure shall be increased by 0.433 psi per foot of groundwater level above the pipe invert if groundwater is present. If the groundwater level is two (2) feet or more above the top of the pipe or if the calculated air pressure required for the test is greater than 9.0 psi, the air test method shall not be used or the groundwater level must be lowered by dewatering. In no case shall the test pressure exceed 9.0 psi. After reaching 4.0 psi, the air supply shall be throttled to maintain pressure between 4.0 and 3.5 psi for at least two (2) minutes to allow equilibrium to occur between the air temperature and the pipe walls. If any plugs leak during the test period, the Contractor shall bleed off the air, tighten the plugs, and retest. After stabilization is reached, the pressure shall be allowed to be decreased to 3.5 psi. At 3.5 psi, the Contractor shall begin timing with a stopwatch to determine the test time required for the pressure to drop to 3.0 psi. The observed time shall be compared with the minimum allowable times in the chart set forth in ASTM F 1417 and herein for pass/fail determination. The pipe shall be presumed free of defects if the time in seconds for the air pressure to decrease from 3.5 psi to 3.0 psi is equal to or greater than that shown in the table below.
- C. For pipes 30 inches and larger, the Contractor shall consult with the pipe and appurtenance manufacturers for maximum test pressures.
- D. If, after one (1) hour of testing, no leakage (zero psig drop) has occurred, the test section shall be accepted and the test complete.
- E. Gauges, air piping, manifolds, and valves shall be located on the top of the ground. The line(s) shall not be over-pressurized by exceeding 9.0 psi. The bleeder valve shall be opened after test completion to allow all air to escape. Plugs shall not be removed until pressure in the system has been released.



**SPECIFICATION TIME REQUIRED FOR 0.5 PSIG PRESSURE DROP  
FOR SIZE AND LENGTH OF PVC PIPE INDICATED FOR Q = 0.0015**

1 Pipe Diame- ter (in.)	2 Minimum Time (min: sec)	3 Length for Minimum Time (ft)	4 Time for Longer Length (sec)	Specification Time for Length (L) Shown (min:sec)								
				100 ft	150 ft	200 ft	250 ft	300 ft	350 ft	400 ft	450 ft	
4	1:53	597	0.190L	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	0.427L	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12	3:12
8	3:47	298	0.760L	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42	5:42
10	4:43	239	1.187L	4:43	4:43	4:43	4:57	5:56	6:55	7:54	8:54	8:54
12	5:40	199	1.709L	5:40	5:40	5:42	7:08	8:33	9:58	11:24	12:50	12:50
15	7:05	159	2.671L	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02	20:02
18	8:30	133	3.846L	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51	28:51
21	9:55	114	5.235L	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16	39:16
24	11:20	99	6.837L	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17	51:17
27	12:45	88	8.653L	14:25	21:38	28:51	36:04	43:16	50:30	57:42	46:54	46:54
30	14:10	80	10.683L	17:48	26:43	35:37	44:31	53:25	62:19	71:13	80:07	80:07
33	15:35	72	12.926L	21:33	32:19	43:56	53:52	64:38	75:24	86:10	96:57	96:57
36	17:00	66	15.384L	25:39	38:28	51:17	64:06	76:55	89:44	102:34	115:23	115:23
42	19:74	57	20.942L	34:54	52:21	69:49	87:15	104:42	122:10	139:37	157:04	157:04
48	22:47	50	27.352L	45:35	68:23	91:11	113:58	136:46	159:33	182:21	205:09	205:09
54	25:31	44	34.618L	57:42	86:33	115:24	144:15	173:05	201:56	230:47	259:38	259:38
60	28:20	40	42.738L	71:14	106:51	142:28	178:05	213:41	249:18	284:55	320:32	320:32

- F. Any test section less than 100 feet in length shall be tested against the times set forth for 100 feet in the chart.
- G. Acceptance: All gravity sewer lines shall pass the low-pressure air test before acceptance. If the pressure drops 0.5 psig before the appropriate time has elapsed, the air loss rate shall be considered excessive and the section of pipe has failed the test. If the section fails to meet these requirements, the Contractor shall determine at own expense the source(s) of leakage. The Contractor shall repair or replace all defective materials and/or workmanship in the defective section(s), and the entire line segment shall then be retested. The extent and type of repair allowed shall be subject to the approval of the Engineer.

END OF SECTION 02645

## SECTION 02920 - CLEANUP, SEEDING, AND SOD

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. The seeding species and rates set out in this section shall be superseded by Section 02270 requirements and by Exhibit VI of the Comprehensive Best Management Practices Plan.
- B. This Section sets forth requirements for completing proper cleanup of all areas utilized in construction of the Work. This Section also sets forth the materials and procedures required for the seeding, sodding, fertilizing, and mulching of all required areas. Cleanup is an important part of the project, and adequate equipment and qualified personnel shall be applied to this portion of the construction procedures from the beginning of the project. The general classifications of cleanup shall be as set forth below.
  - 1. Class I Cleanup: Areas of construction within lawns, gardens, and other well-kept areas, including street rights-of-way.
  - 2. Class II Cleanup: Areas of construction within fields, meadows, and other graded areas not included under Class I.
  - 3. Class III Cleanup: Areas of construction that are heavily brushed or wooded, steep rocky slopes, and other areas where it is not practical for the area to be cultivated.
  - 4. Special Cleanup: Areas of construction which require special cleanup procedures.
- C. Final cleanup shall be performed immediately after pipe construction and other facility installations. Cleanup shall be completed on each pipeline segment or other installation, including all necessary seeding and sodding. Sod, where required, shall match the adjacent turf conditions and horticultural species.

### PART 2 - PRODUCTS

#### 2.1 TOPSOIL

- A. Topsoil shall be stripped as specified in the Topsoil Removal paragraph in the Site Preparation, Excavation, and Fill Section of these Specifications and shall be used for the establishment and repair of vegetative cover. All disturbed areas shall receive a minimum of six (6) inches of topsoil, regardless of Cleanup Class. In the event there is insufficient topsoil stored along the ditch line to accomplish the topsoiling requirement, with the exception of Class III Cleanup (Rocky and Wooded Areas), the Contractor shall haul in additional topsoil at own expense to meet this requirement.

- B. Topsoil shall be a loam or silty loam, free of clay lumps, rocks, and excessive amount of roots. Topsoil shall have an organic content of at least 1%.

## 2.2 SEED

- A. Seed shall be labeled in accordance with the rules and regulations of the Arkansas State Plant Board and shall have a minimum of 98% pure seed and 85% germination by weight, as well as contain no noxious weed seeds. Seed that has become wet, moldy, or otherwise damaged in transit or storage shall not be accepted. Seeding shall be at the rates and mixtures as set forth herein, depending on type of seeding and season, unless otherwise specified. Seed shall be uniformly applied using a spreader. Seeds shall be watered as required to obtain an adequate stand of grass cover.
  - 1. Temporary Seeding: Areas denuded of vegetation by grading operations, stockpiles of topsoil, or other areas disturbed by the Contractor which are subject to erosion shall be temporarily seeded with annual rye grass and covered with mulch. Temporary seeding shall be at a rate of 0.25 pounds per 100 square feet.
  - 2. Permanent Seeding: Permanent seeding shall be composed of the varieties and amounts by weight as listed for the specific class of cleanup set forth herein.

## 2.3 FERTILIZER

- A. Fertilizer shall be a commercial grade, uniform in composition, free flowing, and suitable for application with mechanical equipment. Fertilizer shall be delivered to the site in labeled containers conforming to all local, state, or federal fertilizer laws and bearing the analyses of the nutrients. Nutrients shall be proportioned 13-13-13 (nitrogen-phosphorus-potash). Fertilizer shall be applied to all seeded and sodded areas at the rates specified herein.

## 2.4 SOD

- A. Sod shall consist of cuttings procured from areas where the soil is fertile, as indicated by vigorous growth. The grass shall have a healthy root system of dense, thickly matted roots throughout the sod for a minimum thickness of three (3) inches. The sod shall be substantially free from noxious weeds or otherwise undesirable grasses and shall not contain any chemicals or other matter injurious to its growth or hardiness when transplanted, including staples. All sources of sod shall be approved by the Engineer. Palleted and rolled sod shall be acceptable.

## 2.5 MULCHING STRAW

- A. Straw for mulching shall be from threshed rice, oats, wheat, barley, or rye; hay obtained from various legumes or grasses such as lespedeza, clover, vetch, soybeans, Bermuda, carpet sedge, Bahia, and fescue; or a combination thereof. Mulch shall be dry and reasonably free from Johnson grass or other noxious weeds, chemicals, or other injurious matter and shall not be excessively brittle or in a state of decomposition. All material shall be approved by the Engineer prior to use.

## 2.6 TACKIFIERS

- A. Tackifiers shall be used to adhere the mulch mat together, keeping it intact under normal climatic conditions, and shall meet all AHTD requirements for approved materials.

## 2.7 HYDRO-SEEDER APPLICATIONS

- A. Application of seed and fertilizer incorporated into one operation by "Hydro-Seeder" equipment shall be acceptable when prior approved by the Engineer and as specified herein.

## 2.8 WATER

- A. Water shall be of irrigation quality, free of impurities that would be detrimental to plant growth.

## PART 3 - EXECUTION

### 3.1 The method of cleanup for each of the classes defined above shall be as set forth below.

- A. All Areas: During construction, the Contractor shall keep the construction area clean and neat at all times. For all classes of cleanup, the Contractor shall clean the entire area after construction has been completed.
  - 1. Excess materials, excavation, brush, trash, debris, and other construction materials shall be removed and disposed of as the Work progresses. In built-up areas, such as lawns, the jobsite shall be cleaned up immediately behind construction. Streets and driveways blocked by excess materials after construction is completed shall not be tolerated. All construction areas shall be cleaned to the satisfaction of the Owner.
  - 2. If any trench should settle while the Contractor is still on the job or within one (1) year of the project completion date, the Contractor shall make the required repairs in accordance with these Specifications.
- B. Class I Cleanup: The trench shall be backfilled in accordance with the applicable Section for water or sewer lines in these Specifications. Areas which have been disturbed, including those areas damaged by the tracks of heavy equipment, shall be carefully backfilled and repaired as though part of the actual trench excavation. A minimum of six (6) inches of topsoil shall be placed on all disturbed areas. After the topsoil has been spread over the damaged areas, the Contractor shall immediately hand-rake the entire construction area to remove all rock. Debris of every type shall be removed and all damaged tree limbs shall be pruned in accordance with ANSI A300 (Tree, Shrub, and Other Woody Plant Maintenance - Pruning (Part I)) by a qualified horticulturist, unless otherwise directed by the Engineer.
  - 1. Establishment of vegetation shall be by either seeding or sodding as shown on the Drawings or as otherwise directed by the Engineer.
  - 2. Seeding: The area to be seeded shall be brought to a reasonably smooth and uniform surface to conform to the finished grade indicated on the Drawings. The area shall be thoroughly pulverized by means of disk harrows or another approved means, unless otherwise specified, to a depth of at least six (6) inches below the finished grade. The area shall be lightly firmed with a cultipacker or otherwise rolled before seeding. Water

may be required before, during, and after site preparation to maintain an adequate soil moisture content, as directed by the Engineer.

- a. Fertilizer shall be applied to all seeded areas at a rate of 800 lb/acre. Fertilizer shall be thoroughly incorporated into the soil. Application of seed and fertilizer integrated into one operation by an approved "Hydro-Seeder" method shall be acceptable. A maximum of 800 pounds of fertilizer shall be permitted per 1,500 gallons of water.
- b. After the area has been adequately raked and accepted by the Engineer, the area shall be seeded at the rate of 0.15 pounds per 100 square feet, using the following seed mixture with percent expressed in terms of weight, unless sod shall be otherwise applied.

Lawn Fescue	30%
Blue Grass	30%
Rye Grass (Annual)	35%
White Clover (Common)	5%

- c. Straw for mulch shall be uniformly placed over seeded areas to provide a cover thickness of approximately two (2) inches. Mulch shall be anchored using a tracking or roller method by pressing the mulch into the soil or by applying a tackifier at a rate of approximately 0.05 gallons/square yard. The Contractor may use an approved mulching machine to combine the operations of applying mulch cover and tackifier into one procedure.
3. Sodding: If the existing ground cover does not contain any of the grasses as set out in the seed mixture above, the Contractor shall be responsible for cutting, removing, and stockpiling the existing sod on the job site. After backfilling, the sod shall be replaced to a condition equal to or better than that prior to construction. In the event that an insufficient amount of sod has been stored or if sod has been lost or destroyed, the Contractor shall be responsible for providing and installing new ground cover of the existing type.
- a. The area to be sodded shall be brought to a reasonably smooth and uniform surface to conform to the finished grade indicated on the Drawings. The area shall be firm but compacted, with the top one (1) inch below the finished grade loosened, unless otherwise specified. Water may be required before, during, and after site preparation to maintain an adequate soil moisture content, as directed by the Engineer. Fertilizer shall be applied to the areas receiving sod at a rate of 250 lbs/acre and incorporated into the top inch of soil.
  - b. Areas producing sod mulch shall be mowed and raked to remove weeds and undesirable matter. Sod shall be excavated with an approved device, such as a sod cutter, and care shall be taken to retain the native soil intact. Cut sod shall be hauled and placed immediately. Sod shall be kept moist from the time it is cut until hand placement on a moist earth bed. Sod shall be placed at the base of slopes, working upward. At the top of slopes, sod shall be turned slightly into the embankment and a layer of earth placed over it and compacted, so as to direct surface water over and onto the sod.
  - c. After the sod has been spread and shaped uniformly, the area shall be firmed with the use of a lawn roller or other approved equipment, with care taken to avoid tearing the end strips. When sodding is completed, the area shall be cleared of loose sod, excess soil, and other foreign material.
  - d. Watering shall be required immediately after placement of seeding or sod and at a rate and frequency to sufficiently establish adequate vegetation. The Contractor

shall maintain growth areas for 3 weeks after the time of placement or until final acceptance of the project, whichever is greater.

C. Class II Cleanup: The trench shall be backfilled in accordance with the applicable Section for water or sewer pipe in these Specifications. Areas which have been disturbed, including those areas damaged by the tracks of heavy equipment, shall be carefully backfilled and repaired as though part of the actual trench excavation. A minimum of four (4) inches of topsoil shall be placed on all disturbed areas. After the topsoil has been spread over the damaged areas, the Contractor shall immediately hand-rake the entire construction area to remove all rock. Debris of every type shall be removed and all damaged tree limbs shall be pruned in accordance with ANSI A300 (Tree, Shrub, and Other Woody Plant Maintenance - Pruning (Part I)) by a qualified horticulturist, unless otherwise directed by the Engineer.

1. Establishment of vegetation shall be by either seeding or sodding as shown on the Drawings or as otherwise directed by the Engineer.
2. Seeding: The area to be seeded shall be brought to a reasonably smooth and uniform surface to conform to the finished grade indicated on the Drawings. The area shall be thoroughly pulverized by means of disk harrows or another approved means, unless otherwise specified, to a depth of at least four (4) inches below the finished grade. The area shall be lightly firmed with a cultipacker or otherwise rolled before seeding. Water may be required before, during, and after site preparation to maintain an adequate soil moisture content, as directed by the Engineer.
  - a. Fertilizer shall be applied to all seeded areas at a rate of 800 lb/acre. Fertilizer shall be thoroughly incorporated into the soil. Application of seed and fertilizer integrated into one operation by an approved "Hydro-Seeder" method shall be acceptable. A maximum of 800 pounds of fertilizer shall be permitted per 1,500 gallons of water.
  - b. After the area has been adequately raked and accepted by the Engineer, the area shall be seeded at the rate of 0.15 pounds per 100 square feet, using the following seed mixture with percent expressed in terms of weight, unless sod shall be otherwise applied.

Blue Grass	40%
Rye Grass (Annual)	55%
White Clover (Common)	5%

- c. Straw for mulch shall be uniformly placed over seeded areas to provide a cover thickness of approximately two (2) inches. Mulch shall be anchored using a tracking or roller method by pressing the mulch into the soil or by applying a tackifier at a rate of approximately 0.05 gallons/square yard. The Contractor may use an approved mulching machine to combine the operations of applying mulch cover and tackifier into one procedure.
  3. Sodding: If the existing ground cover does not contain any of the grasses as set out in the seed mixture above, the Contractor shall be responsible for cutting, removing, and stockpiling the existing sod on the job site. After backfilling, the sod shall be replaced to a condition equal to or better than that prior to construction. In the event that an insufficient amount of sod has been stored or if sod has been lost or destroyed, the Contractor shall be responsible for providing and installing new ground cover of the existing type.
    - a. The area to be sodded shall be brought to a reasonably smooth and uniform surface to conform to the finished grade indicated on the Drawings. The area shall be firm but compacted, with the top one (1) inch below the finished grade loosened, unless

otherwise specified. Water may be required before, during, and after site preparation to maintain an adequate soil moisture content. Fertilizer shall be applied to the areas receiving sod at a rate of 250 lbs/acre and incorporated into the top inch of soil.

- b. Areas producing sod mulch shall be mowed and raked to remove weeds and undesirable matter. Sod shall be excavated with an approved device, such as a sod cutter, and care shall be taken to retain the native soil intact. Cut sod shall be hauled and placed immediately. Sod shall be kept moist from the time it is cut until hand placement on a moist earth bed. Sod shall be placed at the base of slopes, working upward. At the top of slopes, sod shall be turned slightly into the embankment and a layer of earth placed over it and compacted, so as to direct surface water over and onto the sod.
- c. After the sod has been spread and shaped uniformly, the area shall be firmed with the use of a lawn roller or other approved equipment, with care taken to avoid tearing the end strips. When sodding is completed, the area shall be cleared of loose sod, excess soil, and other foreign material.
- d. Watering shall be required immediately after placement of seeding or sod and at a rate and frequency to sufficiently establish adequate vegetation. The Contractor shall maintain growth areas for 3 weeks after the time of placement or until final acceptance of the project, whichever is greater.

D. Class III Cleanup: The trench shall be backfilled in accordance with the applicable Section for water or sewer pipe in these Specifications. After backfill is complete, all damaged brush shall be cut just below ground surface, and all damaged limbs shall be trimmed in accordance with ANSI A300. A minimum of four (4) inches of topsoil shall be placed on all disturbed areas at the discretion of the Engineer. All debris shall be disposed of by the Contractor, and the entire area shall be machine-raked to bring the area of construction to a condition equal or better than pre-construction conditions.

1. The area to be seeded shall be brought to a reasonably smooth and uniform surface to conform to the finished grade indicated on the Drawings. The area shall be thoroughly pulverized by means of disk harrows or another approved means, unless otherwise specified, to a depth of at least four (4) inches below the finished grade. The area shall be lightly firmed with a cultipacker or otherwise rolled before seeding. Water may be required before, during, and after site preparation to maintain an adequate soil moisture content.

- a. Fertilizer shall be applied to all seeded areas at a rate of 800 lb/acre. Fertilizer shall be thoroughly incorporated into the soil. Application of seed and fertilizer integrated into one operation by an approved "Hydro-Seeder" method shall be acceptable. A maximum of 800 pounds of fertilizer shall be permitted per 1,500 gallons of water.
- b. After the area has been adequately raked and accepted by the Engineer, the area shall be seeded at the rate of 0.15 pounds per 100 square feet, using the following seed mixture with percent expressed in terms of weight, unless sod shall be otherwise applied.

Blue Grass	40%
Rye Grass (Annual)	55%
White Clover (Common)	5%

- c. Straw for mulch shall be uniformly placed over seeded areas to provide a cover thickness of approximately two (2) inches. Mulch shall be anchored using a

tracking or roller method by pressing the mulch into the soil or by applying a tackifier at a rate of approximately 0.05 gallons/square yard. The Contractor may use an approved mulching machine to combine the operations of applying mulch cover and tackifier into one procedure.

- d. Water shall be required immediately after placement of seeding or sod and at a rate and frequency to sufficiently establish adequate vegetation. The Contractor shall maintain growth areas for 3 weeks after the time of placement or until final acceptance of the project, whichever is greater.
- E. Restoration of Damaged Surfaces and Property: If any pavement, vegetation, or other property is damaged, removed, or otherwise disturbed by the Contractor, through intentional or non-intentional failure to carry out the requirements of the contract documents, state laws, municipal ordinances, and/or the specific direction of the Engineer or through failure to employ typical and reasonable safeguards, such property shall be replaced and repaired at the expense of the Contractor.
- F. Access after Construction: Unless otherwise directed by the Engineer, all areas shall be graded after construction to be accessible by a four-wheel-drive vehicle at a minimum.
- G. Erosion Control: Erosion control measures and procedures shall comply with all permit requirements and as set forth in the Erosion Control paragraph in the General Project Considerations Section as well as the Environmental Permits Section found elsewhere in these Specifications.
- H. Final Acceptance: Before final acceptance, the Contractor shall repair or replace any seeding or sodding that is defective or has been damaged.

END OF SECTION 02920